

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-006

Agenda No. 10.A

Approved: JAN 11 2017

TITLE:



RESOLUTION AUTHORIZING CALENDAR YEAR 2016 APPROPRIATION RESERVE TRANSFERS

COUNCIL

offered and moved

adoption of the following resolution:

RESOLVED, by the Municipal Council of the City of Jersey City that the Comptroller is hereby authorized to make the following CY 2016 budgetary appropriation reserve transfers in accordance with N.J.S.A. 40A:4-59, two thirds of the full membership of the Municipal Council concurring:

FCOA	ACCOUNT	FROM	TO
29-390	Free Public Library		\$313,292
46-885	Tax Appeals Interest	\$313,292	
	TOTAL:	\$313,292	

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.11.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓							LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING CALENDAR YEAR 2016 APPROPRIATION RESERVE TRANSFERS

Initiator

Department/Division	Administration	Management & Budget
Name/Title	Donna Mauer	Chief Financial Officer
Phone/email	201-547-5042	DonnaM@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

To cover expenses for Library health benefit invoices for November and December 2016.

I certify that all the facts presented herein are accurate.


Signature of Department Director

1/4/17
Date

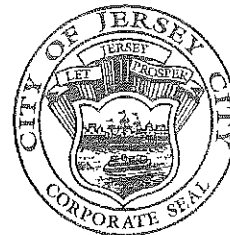
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-007

Agenda No. 10-B

Approved: JAN 11 2017

TITLE:



RESOLUTION AUTHORIZING AN EMERGENCY TEMPORARY APPROPRIATION

COUNCIL ,
adoption of the following resolution:

offered and moved

WHEREAS, it is necessary to provide an additional appropriation in the Calendar Fiscal Year 2017 temporary budget to make available the money necessary for the continuance of City services during the temporary budget period; and,

WHEREAS, no adequate provision has been made in the Calendar Fiscal Year 2017 Temporary Budget for the aforesaid purpose, and N.J.S.A. 40A:4-20 provides for the creation of an emergency temporary appropriation for the purpose mentioned above; and,

WHEREAS, the total temporary budget resolutions adopted in Calendar Fiscal Year 2017 pursuant to the provisions of N.J.S.A. 40A:4-19,20, including this resolution, totals **\$198,982,693**

NOW THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City (not less than two thirds of all members thereof affirmatively concurring) that in accordance with the aforementioned statutes;

1. An emergency temporary appropriation is hereby created for:

	FROM:	TO
30-471 Prior Year Bills	\$0	\$350
Comprehensive Traffic Safety Program	\$0	\$26,700
Port Security(Police Emergency Service Unit)	\$0	\$163,431
Senior Nutrition	\$0	\$1,531,798
TOTAL:		\$1,722,279

2. Said emergency temporary appropriation will be provided for in the Calendar Fiscal Year 2017 Municipal Budget.

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.11.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓							LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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Full Title of Ordinance/Resolution

ET (RESOLUTION AUTHORIZING AN EMERGENCY TEMPORARY APPROPRIATION)
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Initiator

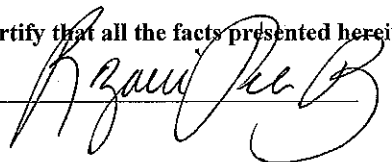
Department/Division	Administration	Management and Budget
Name/Title	Rozani Pelc-Penteado	
Phone/email	201-547-4964	PelcR@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

<p>This Resolution is to increase the temporary budget to cover operating expenses as well as include new grants received.</p>
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I certify that all the facts presented herein are accurate.

 01/04/2017

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-008

Agenda No. 10.C

Approved: JAN 11 2017

TITLE:



AUTHORIZING REPLACEMENT OF LOST THIRD PARTY TAX SALE CERTIFICATE 2015-1300 SOLD TO MILNEJ ENTERPRISE LLC

COUNCIL OFFERED, AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City sold a tax sale certificate on 344 Halladay Street, Block 19007 Lot 35, Certificate# 2015-1300 on December 17, 2015 to MILNEJ ENTERPRISE LLC ; and

WHEREAS, MILNEJ ENTERPRISE LLC the third party lien holder for certificate 2015-1300 lost the original certificate issued on December 17, 2015; and

WHEREAS, the Tax Collector's records indicate that the tax sale certificate was redeemed on November 10, 2016 by SUNSTAR INVESTMENTS, LLC the property owner; and

WHEREAS, the Tax Collector would like to issue a duplicate tax sale certificate to MILNEJ ENTERPRISE LLC under chapter 99 the P.L. of 1997.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that MILNEJ ENTERPRISE LLC be given a duplicate tax sale certificate.

APPROVED: 

APPROVED AS TO LEGAL FORM

APPROVED: 

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☐

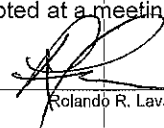
APPROVED 8-0

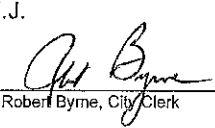
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.11.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓							LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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Full Title of Ordinance/Resolution

AUTHORIZING REPLACEMENT OF LOST THIRD PARTY TAX SALE CERTIFICATE .
2015-1300 SOLD TO MILNEJ ENTERPRISE LLC

Initiator

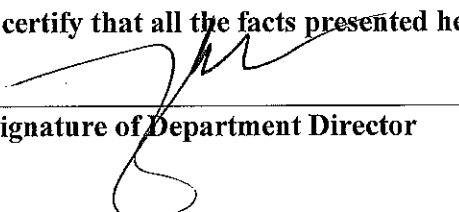
Department/Division	ADMINISTRATION	TAX COLLECTION
Name/Title	Anthony Esposito	DEPUTYTAX COLLECTOR
Phone/email	5526	ANTHONYE@JCNJ.ORG

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

To replace a lost third party tax sale certificate.

I certify that all the facts presented herein are accurate.


Signature of Department Director


Date

Dear Sir/Madam,

I mailed in the original tax lien certificate to Hudson County registrar office for record in Jan this year but I have never received the original back. The cert was lost and not assigned to someone else.

The property address is 344 Halladay St Block 19007 Lot 00035 Account# 375832

Tax sale certificate No 2015-1300, investor is Milnej Enterprise LLC

General Member of Milnej Enterprise LLC



Wei Jen Lim

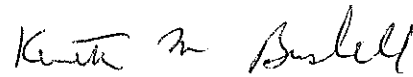
State of New York)

County of Bronx) ss:

On the 9 day of Sep, 2016, before me personally came Wei Jen Lim

To me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he executed the same.

Notary Public



KENNETH M BUSHELL
Notary Public, State of New York
No. 02BU4805248
Qualified in Bronx County
Commission Expires 6/30/2018

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-009

Agenda No. 10.D

Approved: JAN 11 2017

TITLE:



RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GIFT OF A PIANO FROM MS. KATRINA SAPPE TO THE MARY McLEOD BETHUNE LIFE CENTER IN THE CITY OF JERSEY CITY

COUNCIL Offered and moved adoption of the following Resolution:

WHEREAS, Ms. Katrina Sappe is the owner of a piano and wants to donate it to the Mary McLeod Bethune Life Center, City of Jersey City for use in the various programs offered by the Center; and

WHEREAS, the piano has been inspected by the Department of Recreation and determined to be useful to the City for use at the Mary McLeod Bethune Life Center;

WHEREAS, the City of Jersey City is authorized to accept gifts pursuant to N.J.S.A. 40A:5-29 of the Local Fiscal Affairs Law; and

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. the Mayor or Business Administrator is hereby authorized to accept as a gift, title to the piano to the City of Jersey City for use Mary McLeod Bethune Life Center.
2. The owners of the property, Ms. Katrina Sappe are hereby sincerely thanked for their public minded generosity.

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Certification Required ☐

Not Required ☐

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.11.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓							LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

Ms. Katrina Sappe
100 Oak Street
Jersey City, NJ 07304

November 29, 2016

Alvin Pettit, Director
The Mary McLeod Bethune Life Center
140 Martin Luther King Drive
Jersey City, NJ 07305

Dear Director Pettit,

It is with pride and pleasure that I donate a piano to the Bethune Center. The piano is in very good condition, and I cannot think of a finer institution to donate it to.

I have the distinct pleasure of taking advantage of the quality programs that are being offered at the Bethune Center. I hope that my donation of the piano can further your pursuit of program excellence.

Sincerely,

Ms. Katrina Sappe

THE BETHUNE

Mary McLeod Bethune Life Center 140 Martin Luther King Drive Jersey City NJ 07305
(201) 547-4565 – Main (201) 547-4796 –

DATE: DECEMBER 2, 2016

**TO: CITY OF JERSEY
LAW DEPARTMENT**

**FROM: ALVIN PETTIT, DIRECTOR
BETHUNE CENTER**

RE: DONOR LETTER

Please return this cover sheet to Bethune Center. Thank you

THE BETHUNE

Mary McLeod Bethune Life Center 140 Martin Luther King Drive Jersey City NJ 07305
(201) 547-4565 – Main (201) 547-4796 - Fax

DATE: December 01, 2016

TO: City of Jersey City, N.J.
Law Department
280 Grove Street
Jersey City, NJ 07302

FROM: Alvin Pettit, Director
The Mary McLeod Bethune Life Center
140 Martin Luther King Drive
Jersey City, NJ 07305

RE: Donor letter regarding gift bestowed to the Bethune Center.

Regards,
Alvin Pettit

THE BETHUNE

Mary McLeod Bethune Life Center
140 Martin Luther King Drive
Jersey City, NJ 07304
(201) 547-4602

**** If you have any questions or additional if additional information is needed, please call Vanessa Holley or Director Alvin Pettit at 201-547-4565**

RESOLUTION FACT SHEET – NON-CONTRACTUAL

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GIFT OF A PIANO FROM MS. KATRINA SAPPE TO THE MARY McLEOD BETHUNE LIFE CENTER IN THE CITY OF JERSEY CITY

Department/Division	Law Department for Bethune Life Center	
Name/Title	S. Shah, Esq.	Assistant Corporation Counsel
Phone/email	201-547-6572	

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

Ms. Katrina Sappe is the owner of a piano and wants to donate it to the Mary McLeod Bethune Life Center, City of Jersey City for use in the various programs offered by the Center; and the City of Jersey City is authorized to accept gifts pursuant to N.J.S.A. 40A:5-29 of the Local Fiscal Affairs Law

I certify that all the facts presented herein are accurate.


Signature of Department Director

1/4/16
Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-010

Agenda No. 10.E

Approved: JAN 11 2017

TITLE:



RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO EXECUTE A REVISED PROGRAMMATIC AGREEMENT WITH THE NEW JERSEY STATE HISTORICAL PRESERVATION OFFICE CONCERNING REVIEW PROCEDURES UNDER THE NATIONAL HISTORICAL PRESERVATION ACT U.S.C. 470(f)

COUNCIL

offered and moved adoption of the following resolution:

WHEREAS, the City of Jersey City [City] proposes to administer Community Development Block Grant, HOME Investment Partnerships Program, Emergency Shelter Grant, Housing Opportunities for Persons with AIDS, Neighborhood Stabilization Program, Community Development Block Grant-Recovery Grant [Grant Programs] all funded by the United States Department of Housing and Urban Development [HUD] Act of 1974, and awarded by the City of Jersey City; and

WHEREAS, the City completed the *Jersey City Historic Site Survey* in 1985 [Survey]; and

WHEREAS, many individual properties and several historic districts in Jersey City have been listed in the New Jersey and National Registers of Historic Places; and

WHEREAS, the City has determined that the Grant Programs may have an effect upon properties included in or eligible for inclusion in the National Register of Historic Places, and has consulted with the New Jersey State Historic Preservation Office [SHPO] pursuant to Section 800.13 of the regulations (36 CFR Part 800) implementing Section 106 of the National Historic Preservation Act (16 U.S.C. 470f), and Section 110(f) of the same Act (16 U.S.C. 470h-2(f)); and

WHEREAS, the City has determined that allowing the City's Historical Preservation Office to review projects affecting historical landmarks and resources will significantly reduce the review time required to approve such projects; and

WHEREAS, on March 23, 2016 the City adopted Resolution 16-205, which approved the Programmatic Agreement between the City and the SHPO; and

WHEREAS, after the City adopted Resolution 16-205, the SHPO made revisions to the Programmatic Agreement, which now require the agreement to be approved again by the Council.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. The Mayor is hereby authorized to execute a Revised Programmatic Agreement between the City of Jersey City and the New Jersey State Historical Preservation Office in substantially the form attached hereto, subject to such modifications as the Corporation Counsel or Business Administrator deem appropriate or necessary.
2. Subject to review and approval by the Corporation Counsel, the Mayor is hereby authorized to execute any other documents deemed necessary or appropriate to implement the purposes of the within resolution.

12/27/16

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required

APPROVED 8-0

R.B.
1-3-17

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.11.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓							LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO EXECUTE A REVISED PROGRAMMATIC AGREEMENT WITH THE NEW JERSEY STATE HISTORICAL PRESERVATION OFFICE CONCERNING REVIEW PROCEDURES UNDER THE NATIONAL HISTORICAL PRESERVATION ACT U.S.C. 470(f)

Initiator

Department/Division	HEDC	Community Development
Name/Title	Carmen Gandulla	Director
Phone/email	201-547-5304	Cgandulla@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The City of Jersey City receives a number of federally funded grants every year from the U.S. Department of Housing and Urban Development (HUD). In order for the grant funds to be released, a review of the potential effects a proposed project may have on the surrounding community is required by federal law.

One aspect of the environmental review process entails State Historic Preservation Office (SHPO) review of project which may affect historic resources and landmarks in the City of Jersey City. The SHPO generally reviews proposals for their consistency with the Secretary of the Interior's Standards and Guidelines for the Treatment of Historic Resources. If and only when a project conforms to these standards and guidelines may funding be released.

The programmatic agreement between the City and SHPO allows for most projects to be reviewed in house by the Jersey City Historic Preservation Officer. This Revised Agreement will considerably reduce the time formerly taken to complete the environmental process so that projects may be funded in a more expeditious manner.

I certify that all the facts presented herein are accurate.


Signature of Department Director


12/30/16
Date

REVISED PROGRAMMATIC AGREEMENT
AMONG THE CITY OF JERSEY CITY AND
THE NEW JERSEY STATE HISTORIC PRESERVATION OFFICE

WHEREAS, the City of Jersey City [City], a Part 58 entitlement community under the U.S. Department of Housing and Urban Development's [HUD] regulations proposes to administer: Community Development Block Grant, HOME Investment Partnerships Program, Emergency Shelter Grant, Housing Opportunities for Persons with AIDS, Neighborhood Stabilization Program, Community Development Block Grant -- Recovery Grant; all funded by the U.S. Department of Housing and Urban Development [HUD] Act of 1974, under Title I of the Housing and Community Development Act of 1974, and awarded by the City of Jersey City; and

WHEREAS, the City completed the *Jersey City Historic Sites Survey* in 1985 [to be hereafter referred to as "Survey"]; and

WHEREAS, many individual properties and several historic districts in Jersey City have been listed in the New Jersey and National Registers of Historic Places; and

WHEREAS, the City has enacted legislation to employ a City Historic Preservation Specialist who shall be an employee of the Division of City Planning whose minimal professional qualifications meet the Secretary of the Interior's Professional Qualification Standards for Historic Preservation; and

WHEREAS, the City Historic Preservation Specialist has been delegated by the HUD to be the Agency Official responsible for compliance with Section 106 of the National Historic Preservation Act pursuant to 36 CFR 800.2(a); and

WHEREAS, the City Historic Preservation Specialist has determined that the HUD-funded programs administered by the City may have an effect upon properties included in or eligible for inclusion in the National Register of Historic Places, and has consulted with the New Jersey State Historic Preservation Officer [SHPO] pursuant to 36 CFR Part 800 implementing Section 106 of the National Historic Preservation Act (16 U.S.C. 470).

NOW, THEREFORE, the City and the SHPO agree that the program shall be administered in accordance with the following stipulations to satisfy Section 106 review requirements for all individual undertakings of the program.

Stipulations

City will ensure that the following stipulations are carried out:

I. PERSONNEL

The City has and will retain a Historic Preservation Professional [HPP] on staff, who meets the following minimum Secretary of the Interior's Professional Qualification Standards for Historic Preservation:

- A. Graduate degree in history, architectural history, art history, historic preservation, or a closely related field; or a bachelor's degree in any of the above areas plus one of the following:
 - 1. Two years minimum experience in research, writing, teaching, interpretation, or other demonstrable professional activity with an academic institution, historical organization or agency, museum or other professional institution; or
 - 2. Substantial contribution through research and publication to the body of scholarly knowledge in the field of history.

II. EXEMPT ACTIVITIES

The City's HPP shall review all proposed work write-ups for projects covered under this Agreement to see if the activities are included in the list of exempt activities below:

- A. The following activities have been evaluated and determined to have limited potential to impact historic properties:
 - 1. Re-surfacing of roads where no change in width surface, vertical alignment or drainage is to occur.
 - 2. In-kind repair/replacement of existing sidewalks and curbs.
 - 3. Purchase of equipment.
 - 4. Real property acquisition.
 - 5. Public service programs.
 - 6. Repairs to or replacement of existing underground utilities.
 - 7. The exterior of new construction **that is not visible from a listed or eligible historic district or property** and that is within previous building footprints or in areas excavated for previous construction.
 - 8. Interior painting of previously painted surfaces.
 - 9. Exterior painting of previously painted surfaces provided that surface is clean, scraped sanded, and all exposed areas are properly primed.
 - 10. Repairs/replacement of gutters and down spouts with matching materials and design.

11. Installation of missing glass panes.
12. In-kind window and door repair including the replacement of isolated wooden members, glazing and hardware, and the replacement or addition of window screens.
13. Storm windows
 - a. Exterior: new wood or aluminum exterior windows provided that they completely fill the window opening; their structural elements align with those of the prime window; and their color matches as closely as possible that of the prime sash and trim. Aluminum may be used on square headed windows only, provided that they above conditions are met, the finish is baked enamel, they are flush mounted and do not protrude beyond the face of the window trim.
 - b. Interior: interior storms provided they are installed within existing openings; are reversible and do not cause damage to existing term; are installed with a seal to protect the prime window from condensation; and their structural elements align with those of the prime window.
14. Minor wood repairs and select replacement of clapboard, structural elements, and isolated trim sections provided the new repair will match the dimensions, design, material and detail of the existing feature.
15. In-kind roof repairs and replacement of asphalt shingled roofs.
16. Minor porch repair using materials which match the original materials, including jacking of porch and in-kind replacement of rotted framing and flooring members.
17. Repair, in-kind replacement, or upgrading of heating, plumbing and electrical system, excluding the installation of additional ducts outside of basement, attic, or other concealed places.
18. In-kind repair/replacement of existing interior baseboard and molding.
19. Repair or replacement of interior wall surfaces that do not alter interior room layout or exterior building fenestration.
20. Masonry repairs that meet the NPS Preservation Briefs #2, "Repointing Mortar Joints in Historic Masonry Buildings".
21. Metal repairs that meet the NPS Preservation Briefs #27, "The Maintenance and Repair of Cast Iron" and/or the NPS Preservation Tech Note Metals #2, "Restoring Metal Cornices".

If all of a project's activities are exempt from SHPO review pursuant to Stipulation I(A), the City is not required to take further steps in the Section 106 process. The City's HPP shall add a short written memorandum documenting the finding of **"no historic properties affected"**.

III. IDENTIFICATION OF HISTORIC RESOURCES

A. Above Ground Resources

Unless the activities are listed as exempt under Stipulation I.A., for each project the City's HPP shall consult the New Jersey and National Registers of Historic Places, including a current list of SHPO opinions of eligibility and the Survey to determine if they project will affect any properties which are listed in, or have been determined eligible for listing in the New Jersey and National Registers of Historic Places.

1. If the affected properties are:

- a. Identified as individually eligible or possibly eligible or possibly eligible by the Survey and/or previous SHPO opinion; or
- b. Within a historic district determined eligible by the Survey and/or previous SHPO opinion; or
- c. Within a historic district already listed in the Register; or
- d. Already listed individually in the Register; then

They shall be considered historic properties for the Section 106 review process and the effect, if any, of the proposed project must be evaluated pursuant to Stipulation IV of this Agreement.

2. If properties are:

- a. Determined not eligible by the Survey; or
- b. Not included in the Survey, and are outside the boundaries of any listed or eligible historic districts; then

The Section 106 review process is complete for all rehabilitation projects (ALL PROJECTS INVOLVING DEMOLITION REGARDLESS OF SURVEY INFORMATION MUST BE REVIEWED BY THE SHPO PURSUANT TO STIPULATION IV BELOW). The City's HPP shall add a short written memorandum to its project file indicating that no historic properties were identified and shall retain a photograph of each property.

B. Archaeological Resources

1. Prior to activity involving ground disturbance, except for the activities listed as exempt under Stipulation I.A., the City's HPP will consult with the SHPO to determine if the area of ground disturbance has the potential to contain significant archaeological resources.
2. If the affected area is deemed to have high archaeological potential by the SHPO, an archaeological survey will be carried out by an archaeologist who meets the Secretary of the Interior's professional Qualification Standards for Archaeology. The scope of the work to be undertaken shall be developed in consultation with the SHPO. The City shall submit a report detailing the findings of the investigation to the New Jersey SHPO for review and approval. All phases of the archaeological survey and reporting shall be in keeping with the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation and the archaeological survey and report rules at N.J.A.C. 7:4-8.4 through 8.5. Evaluations to determine the national Register eligibility of archaeological sites should be in keeping with the National Park Service's 2000 National Register Bulletin, Guidelines for Evaluating and Registering Archaeological Properties.
3. If historic archaeological properties are found which meet the National Register Criteria of Eligibility, the city shall notify the SHPO and explore treatment options pursuant to Stipulation IV.B below.

C. Resolution Disputes

If there is any question as to whether a property may meet the National Register Criteria, the City will request an opinion of eligibility from the SHPO. If the City and SHPO disagree or there is an objection from the public in accordance with 36 CFR Section 800.5 (c) (2), the City will request a formal determination from the Keeper of the National Register in accordance with 36 CFR Section 800.4 (c)(2).

IV. DEMOLITION

- A. If a project involves full or partial demolition of a structure 50 years old or older (**regardless of whether it is listed in the Survey or not**), the City's HPP shall consult with SHPO to determine whether the property is eligible for listing in the New Jersey and National Registers of Historic Places. SHPO shall have 30 days from receipt of a complete written request to review the project and determine if historic properties will be affected. A request shall include a copy of the Survey listing if any, photographs of the property to be demolished as well as of the surrounding area, maps locating the property, and a summary of the known history of the property.
- B. If structures affected by the proposed demolition are determined to be a historic property, all reasonable alternatives shall be explored in consultation with the SHPO as follows:
 1. If emergency demolition of a historic property is required to eliminate an immediate, direct, demonstrable and severe hazard to the public, the City will notify the SHPO and the Advisory Council on Historic Preservation [Council] and adhere to the procedures

outlined in 36 CFR Part 800.12. An emergency will be defined as a condition in which the structure in question cannot be temporarily stabilized to reduce the hazard, based on the qualified opinion of a structural engineer experienced with historic buildings. Whether a demolition is required to eliminate a public safety hazard shall be determined pursuant to Local Building Codes **and** in consultation with the SHPO. SHPO will respond within seven (7) days of notification of the qualified emergency condition. If there is dispute as to whether an emergency exists, the City or SHPO may seek the final determination of the Council.

2. For non-emergency situations, if demolition of historic properties is contemplated, all reasonable alternatives shall be explored in consultation with the SHPO. In addition to the documentation submitted under III(A) above, the City's HPP will submit the following documentation to the SHPO for review:
 - a. Reasons for demolition, including documentation of any building code violation, an explanation why rehabilitation is neither physical or economically prudent nor feasible, and a description of any past efforts to rehabilitate the property;
 - b. A physical condition assessment report prepared by, or in consultation with, an architect or engineer experienced with completed historic rehabilitation projects. If, based on the report, rehabilitation is technically and structurally possible, a professionally prepared economic analysis of re-use opportunities should also be submitted;
 - c. Photographic evidence and written description of the deteriorated condition of the building to be demolished. Photographs shall be labeled and mapped to site plan or floor plan;
 - d. Photographs of each elevation and any significant architectural elements that might exist.
3. The SHPO will review the documentation submitted and, within 30 days of receipt of adequate documentation, concur or object to the proposed demolition and forward an informational copy to the Council. Once the comments of the SHPO have been received, the City will request the Council's comments in accordance with 36 CFR Part 800.6(a)(I), and pursue the development of a Memorandum of Agreement documenting how the adverse effect of demolition will be avoided, reduced and/or mitigated with both Council and SHPO.

V. TREATMENT OF HISTORIC PROPERTIES

When project activities may have an effect on historic properties that are listed in, or have been determined eligible for listing in the New Jersey and National Registers of Historic Places, the properties will be treated in the following manner:

A. Rehabilitation, New Construction and Handicapped Accessibility

1. The rehabilitation of historic properties will be carried out in accordance with the recommended approaches in the *Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Properties* (U.S. Department of the Interior, National Park Service, 1995) (Standards).
2. Proposals for new construction and additions within a historic district, or adjacent to properties listed in or eligible for listing in the New Jersey and National Registers of Historic Places will be developed in accordance with the guidelines for new construction contained in the standards. Unless exempt under Stipulation II.A., ground disturbance planned in connection with the construction must also be evaluated for the potential to affect significant historic archaeological properties.
3. The City will explore alternative methods for providing handicapped accessibility to the historic properties. To the extent feasible access ramps and chair lifts will be placed inconspicuously – if necessary on secondary elevations. The design of handicapped access ramps and chair lifts will adhere to the Department of the Interior's **Preservation Brief #32: Making Historic Properties Accessible**, as well as the standards.
4. If not found to be exempt under II.A., for all rehabilitation, handicapped accessibility, and new construction projects, the City shall submit a project description noting location, funding, scope of work (including plans or elevations of proposed new construction if applicable), and historic information with photographs of the property and a map locating the project to the SHPO for assessment of effects. The SHPO will reply in writing within 30 days of receipt of complete information.
5. If the SHPO determines that the project as initially proposed or as revised after consultation between the City and the SHPO, meets the Standards and thus would have **no adverse effect** on historic properties, the Section 106 process is complete and the project may proceed. The SHPO and the City shall each retain a copy of the **no adverse effect** finding in its records.
6. For those projects where the Standards cannot be met, or if the proposed treatment of the historic property is not new construction or rehabilitation, or if the contemplated action could have an indirect effect on historic properties, the City will consult with the SHPO **prior** to taking any action and obtain the comments of the Council in accordance with 36 CFR 800.5 of the Council's regulations. (**NOTE: Procedures for demolition projects are listed separately under III. A. and B. above**)

B. Treatment of Archaeological Resources

1. Eligible historic archaeological properties shall be avoided or preserved in place whenever feasible. All reasonable alternatives to destruction of the resources shall be

examined by the City in consultation with the SHPO. When preservation in place is not possible, in whole or in part, a treatment for "data recovery" consistent with the National Park Service regulations, **Treatment of Archaeological Properties, and the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation** (48 FR 44716) will be developed and implemented in consultation with the SHPO and in accordance with the Park Service regulations.

2. In the event that previously unidentified and undocumented archaeological historic properties are unearthed during construction, the City shall proceed with the treatment of such materials in accordance with the following Discovery Plan:
 - a. All work shall cease in the area of the discovery;
 - b. The contractor or project manager shall notify the City immediately of the discovery, who will then notify the HPO within 24 hours;
 - c. The City or its representative shall have an archaeologist who meets the Secretary of the Interior's Professional Qualification Standards for Archaeology make an on-site appraisal of the significance of the archaeological historic properties;
 - d. The City will consult with the HPO regarding the assessment of National Register of Historic Places (NRHP) eligibility of the identified archaeological historic properties and develop actions to avoid, minimize, or mitigate adverse effects on NRHP eligible properties;
 - e. The cultural resource is to be treated as NRHP eligible and avoided until an eligibility determination is made through consultation between the HPO, the City, and any appropriate consulting parties;
 - f. For resources determined NRHP-eligible, the City will develop and implement actions taking into account the adverse effects of the undertaking on the NRHP eligible cultural resource to the extent prudent and feasible, and any comments provided by the HPO pursuant to 36 CFR Part 800.13(b); and
 - g. The unanticipated discovery and the actions taken to address it will be documented in a written report that will be submitted to the agency(s) and the SHPO. The report format will be determined by the level of effort required.

C. Dispute Resolution

If the City and the SHPO cannot agree or there is an objection from the public as to treatment of historic properties or conformance with the Standards, the project proposal with detailed documentation, shall be submitted to the Council for review and comment in accordance with 36 CFR Section 800.11.

VI. PUBLIC INVOLVEMENT

Pursuant to 36 CFR Part 800.14(b)(2)(ii), the City shall each year notify the public of the City's current CDBG and other Programs covered under this Agreement and make available for public inspection documentation on the City's CDBG Program as well as all documentation developed pursuant to this Agreement. Included in this documentation will be general information on the type(s) of activities undertaken with the CDBG and other Program funds covered under this Agreement; information on identified historic properties in the communities which might be affected by these activities, the amount of Program funds available in the current program year; and how interested persons can receive further information on the program and participate in the consultation process outlined in the Agreement. The City shall, in consultation with the SHPO, develop a list of interested parties such as county or local historical societies and commissions who shall directly receive public notice in addition to regular publications. The City shall provide all interested parties an opportunity to participate in a timely manner when carrying out the stipulations of this Agreement.

VII. MONITORING

The City shall retain records of all decisions made pursuant to this Agreement along with any supporting documentation as stipulated in this Agreement.

The SHPO may monitor activities carried out pursuant to this Agreement and the Council will review such activities if so requested. The City shall cooperate with the Council and the SHPO in carrying out their monitoring and review responsibilities. The City shall submit biannual reports to the SHPO in the form of a letter memorializing the existence of this Agreement and the allowance for the City to clear projects without review by the HPO when specific conditions are met. These reports will serve as a record for how the agreement is being utilized and will include a listing of the projects undertaken by the City where the programmatic allowances were utilized.

VIII. DURATION AND RENEWAL

This Programmatic Agreement will continue in full force and effect for three year to include Program Years 2016 through 2019. At any time in the six-month period prior to the end of 2019, the City may request the Council and the SHPO, in writing, to review the City's program and consider an extension or modification of the Programmatic Agreement. No extension or modification will be effective unless all parties to the Programmatic Agreement have agreed to it in writing.

Any party to this Programmatic Agreement may request that it is amended, whereupon the parties will consult in accordance with 36 CFR Part 800.14(b) to consider such amendment.

Any party to this Programmatic Agreement may terminate it by providing thirty (30) days notice to the other parties, provided that the parties will consult during the period prior to termination. In the event of termination, the City will comply with 36 CFR Part 800.4 through 800.6 with regard to individual undertakings covered by this Programmatic Agreement.

Execution and implementation of this Programmatic Agreement is evidence that the City has afforded the Council a reasonable opportunity to comment on the program and that the City has taken into account the effect of the program on historic properties.

Signatures:

NEW JERSEY HISTORIC PRESERVATION OFFICE [SHPO]

By: _____
Katherine J. Marcopul, Deputy State Historic
Preservation Officer

Date: _____

CITY OF JERSEY CITY

By: _____
Hon. Steven M. Fulop, Mayor

Date: _____

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-011
Agenda No. 10.F
Approved: JAN 11 2017
TITLE:



RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO A RINK PARTICIPATION AGREEMENT WITH THE NEW JERSEY DEVILS

WHEREAS, the City of Jersey City ("City"), through the Department of Recreation, holds a seasonal hockey program at the Pershing Field Ice Rink (the "Rink");

WHEREAS, the New Jersey Devils LLC ("Devils") has created a program which includes, amongst other things, a \$1,200 cash sponsorship, opportunities for Devils appearances, tickets to Devils games for the participating Rink;

WHEREAS, the Devils require that the participating Rink enter into a Rink Participation Agreement ("Agreement"), which includes the various terms and conditions of the sponsorship, including the required Devils signage, insurance and indemnification;

WHEREAS, such sponsorship is exempt from bidding pursuant to N.J.S.A. 40A:11-1 et seq. and N.J.A.C. 5:34-9.4(c) as it is a "contributions of goods, services, or financial support for the sponsorship of...[a] seasonale recreational program";

WHEREAS, the City desires to accept the sponsorship and enter into the Agreement for the 2016-2017 Hockey Season; and

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that:

1. In consideration of the above-referenced sponsorship support, the required insurance proofs and indemnification shall be provided to the Devils.
2. The Mayor or Business Administrator is authorized to execute the Agreement, and to execute any documents necessary to effectuate the purpose of this resolution.

BD
11/28/16

APPROVED: FOR K u

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]

Business Administrator

[Signature]
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.11.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓							LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

Resolution Fact Sheet:

This summary sheet is to be attached to the front of any resolution that is submitted for the Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO A RINK PARTICIPATION AGREEMENT WITH THE NEW JERSEY DEVILS

Project Manager

Department/Division	Department of Recreation	
Name/Title	Kevin Williamson	Director
Phone/email	201-547-4537	kwilliamson@jcnj.org

Resolution Purpose

To Authorize the City of Jersey City to inter into a Rink Participation Agreement with the New Jersey Devils.

I certify that all facts presented herein are accurate

for K
Signature of Department Director

2016-2017 NEW JERSEY DEVILS GRASSROOTS RINK AFFILIATE PROGRAM

RINK PARTICIPATION AGREEMENT

This shall confirm the agreement, effective as of the date stated below (the "Effective Date"), between the ice rink described below ("Rink") and New Jersey Devils LLC ("Devils") with regard to Rink's participation in the Devils 2016-17 Grassroots Rink Affiliate Program (the "Program") on the terms and conditions contained herein.

1. RINK INFORMATION.

a. **Rink:**

Name: _____

Telephone: _____

Address: _____

b. **Type of Legal Entity and Legal Name:** [Examples: Corporation, Partnership, Sole Proprietor]

c. **Rink Contact:**

Name: _____

Telephone: _____

d. **Partnership Commitment:**

- ☐ **TIER 1**
- ☐ **TIER 2**
- ☐ **TIER 3**

In consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

2. PARTNERSHIP OPTIONS.

a. **TIER 1 – Exclusive Partner of the New Jersey Devils (Rink may display no other NHL team signage).**

In addition to a \$1,200 investment by Devils to Rink, as a Tier 1 partner, Rink will receive the following elements (see Section 3 for details):

- o Special Appearance
- o Branded Signage
- o Rink to be included in the Rink Affiliate subpage of <https://www.nhl.com/devils>
- o The parties will discuss the possibility of running the NHLPA LTP 8-week Program, subject to availability
- o Devils Day Roadshow
 - Devils to work with Rink to provide P.R. support to reach the local community prior to Devils Day
- o Rink to receive priority for an additional ADM Clinic, subject to availability
- o Additional opportunities for New Jersey Devils Special Appearances, subject to availability
- o Twenty (20) tickets to three (3) Devils home games during the 2016-17 regular season. Exact games to be decided in the sole discretion of Devils.
- o Two (2) pieces of autographed merchandise to be used by Rink for fundraising opportunities
- o Two (2) tickets for Rink owner and/or executives to participate in Rink Partner Suite Night to be held at the Prudential Center during a regular season Devils home game
- o Rink to select two (2) Squirts to participate in the NJD Shootout Challenge

- b. **TIER 2 – Non-Exclusive Partner of the New Jersey Devils (Rink may display other NHL team signage).**
In addition to a \$600 investment by Devils to Rink, as a Tier 2 partner, Rink will receive the following elements (see Section 3 for details):
- o Special Appearance, subject to availability
 - o Branded Signage
 - o Rink to be included in the Rink Affiliate subpage of <https://www.nhl.com/devils>
 - o The parties will discuss the possibility of running the NHLPA LTP 8-week Program, subject to availability
- c. **TIER 3 – Due to Rink restrictions, unable to display NHL team signage**
In addition to a \$300 investment by Devils to Rink, as a Tier 3 partner, Rink will receive the following elements (see Section 3 for details):
- o Special Appearance, subject to availability
 - o Branded Signage
 - o Rink to be included in the Rink Affiliate subpage of <https://www.nhl.com/devils>
 - o The parties will discuss the possibility of running the NHLPA LTP 8-week Program, subject to availability

3. PARTNERSHIP ELEMENTS (as applicable)

- a. **Devils Day Roadshow**
- i. Devils to provide the Rink with a three (3) hour “Devils takeover”, which shall include an on-ice ADM Clinic, as defined below (pending ice availability) and off-ice activations in the Rink parking lot or other designated location. Exact date and time for the visit will be determined by Devils, subject to availability.
- b. **Special Appearance by New Jersey Devils Player and/or Team Representative**
- i. Reasonable efforts will be made by Devils to provide the Rink with a visit from a current New Jersey Devils player, and/or Alumni or other Team Representative (collectively, the “Team Representative”) at a team practice. Team Representative and date and allotted time for the visit will be determined by Devils, subject to availability. The practice will be conducted by the participating youth hockey team’s coaching staff and/or Rink staff.
- c. **ADM Clinic**
- i. Devils to provide Rink with an ADM Clinic:
 - 1. Devils representatives will visit a session for children ages 4-10. Visiting Devils representatives may include the New Jersey Devils Mascot, “N.J. Devil”, and select members of the New Jersey Devils Skate Guards and the Devils Event Team, subject to availability.
 - 2. Devils staff to run the on-ice clinic while Rink’s coaches can be available to help instructors by demonstrating basic skating drills where needed.
 - 3. Each participant in the ADM Clinic will receive a Devils practice jersey.
 - 4. Following the clinic, the Devils may, schedule permitting, provide additional time for autograph signing. Devils Event Team will distribute to participants giveaways (as referenced below).
 - ii. In addition to the ADM Clinic, Devils will provide the following sponsorship benefits to Rink’s Youth Program/In-House Program:
 - 1. One hundred (100) jerseys for the Rink;
 - 2. One hundred (100) New Jersey Devils gift bags
 - iii. The Rink shall ensure the following in connection with the ADM Clinic, Special Appearance and Learn To Play Program (which are collectively referred to herein as the “Activities”):
 - 1. Activities must be conducted under the auspices of USA Hockey or of an established and/or sanctioned hockey organization or association, as applicable.
 - 2. Rink must separate participants into groups depending on their size and skating ability.
 - 3. All participants in the Activities must wear such protective equipment, including, but not limited to, helmets with a full cage mask and mouth pieces as may be required in accordance with guidelines of the sanctioning body, association or organization.

4. All participants in the Activities must sign a waiver attached as Exhibit A. Any individual who does not provide an executed waiver to the Rink and the Devils will not be permitted to participate in the Activities. A guardian or parent must execute a waiver on behalf of each participant who is a minor.
5. Rink's supervisory staff must be present during all Activities.
6. In connection with each of the Activities, the Rink shall provide to Devils a private locker room, a minimum of five (5) reserved parking spots, two (2) display tables with chairs and an appropriate autograph area set up in the main lobby or in another location acceptable to Devils.

- iv. Devils' Program sponsor ("Program Sponsor") will be identified as a presenting partner in connection with the Program and the Activities and on all materials and giveaways distributed in connection therewith.

d. **NHLPA 8 Week Learn to Play ("LTP") Program.**

- i. Devils staff, Devils alumni and Rink coaches will run a LTP clinic for children ages 4-10. Older children who are new to hockey may also be eligible to participate.
- ii. The LTP clinic will consist of eight (8) one hour (1:00) sessions.
- iii. Participants will be charged a sign-up fee to participate in the LTP clinic. All fees collected will be used towards expenses of the LTP clinic (e.g. ice time).
- iv. Devils will provide hockey gear at no cost to Rink. Participants who: (i) successfully complete the LTP clinic, and (ii) either participate in another advanced LTP session conducted by Rink or continue with an in-house or travel team roster may keep the equipment provided by Devils.

e. **Signage.** The following signage shall be featured at the Rink in locations to be mutually agreed upon by Devils and Rink:

- i. Signage indicating that New Jersey Devils and Program Sponsor Proudly Support Youth Hockey and Rink.
 1. One (1) banner and two (2) dasher boards to be displayed at all times at the Rink. (All of the foregoing to identify Devils and Program Sponsor.) Devils shall be responsible for all design and production costs, and Rink shall be responsible for all installation costs.
- ii. Fat Heads.
 1. Up to four (4) Devils-branded Fat Heads to be displayed at all times during the Term at the Rink. Devils shall be responsible for all purchase costs, and Rink shall be responsible for all installation costs.
- iii. Team Schedule.
 1. One (1) Devils season schedule poster to be displayed at all times during the Term at the Rink. Devils shall be responsible for all purchase costs, and Rink shall be responsible for all installation costs.

f. **Rink Display Tables.** Devils will have an opportunity to set up two (2) information display tables at the Rink during the Activities, and at such special events and other times and dates as may be mutually agreed upon by the parties (the "Display Tables"). Devils and Program Sponsor representatives may use the Display Tables to distribute information about Program Sponsor, the Program, Devils promotions, tickets or merchandise, etc.

g. **Website Links.** Each party shall work cooperatively to provide reciprocal links to their respective websites. Devils will provide a space on www.newjerseydevils.com that promotes the Rink as a participant in the Program. Devils acknowledge that Rink cannot guarantee a link will be provided.

h. **Digital Promotions.** Rink shall include Devils and Prudential Center promotions in two (2) email blasts per month to be sent to Rink's entire database. (Certain emails may feature or identify Program Sponsor.) Rink may use its discretion in fulfilling this request.

i. **Additional Rink Affiliate Benefits.** As a participant in the Program, Rink shall also receive:

- i. Access to a Devils concierge to coordinate discounted group outings, individual ticket offers and to monitor Devils marketing collateral within the Rink;
- ii. Access to one (1) Marquee Matchup intermission ice slot, subject to availability;

3. **TERM.** The term of this Agreement shall commence on the Effective Date and end on August 31, 2017, unless sooner terminated in accordance with the terms hereof (the "Term").

4. **PUBLICITY.** Except where required under law, including OPRA, Rink agrees that it will not issue, publish, disclose, release or disseminate any communication to the public in any form whatsoever regarding this Agreement, the Program, the Activities, or the

relationship between the Rink and the Devils unless all parties agree to the content and timing of the distribution of such information. Furthermore, the Rink will not directly or indirectly record the Activities by any means or media now known or hereafter developed without the prior written consent of the Devils.

5. WAIVERS. Rink shall assume responsibility for obtaining any required consents, approvals, and releases from individuals required for the exercise of the Activities hereunder. This includes, but is not limited to, having all participants in the Activities, as well as all coaches, officials and volunteers, sign the Participant Release and Waiver of Liability attached on Exhibit A. Any individual who does not provide an executed Participant Release to the Rink and the Devils will not be permitted to participate in the Activities. A guardian or parent must execute a Participant Release on behalf of each participant who is a minor.

6. INTELLECTUAL PROPERTY. No right or license is granted for the use of any Devils intellectual property or proprietary right for any purpose unless prior written consent of the Devils. Rink hereby grants to the Devils a non-exclusive, royalty-free, worldwide, fully paid up, irrevocable license to use the Rink's intellectual property and proprietary rights in connection with the advertisement of the Program.

7. INDEPENDENT CONTRACTOR. The Devils shall function as an independent contractor and not as an employee of the Rink. Nothing herein shall be deemed to create or constitute a partnership, joint venture, or an agency relationship between the parties.

8. INSURANCE. The following minimum insurance requirements must be met and maintained by the Rink during the Term, and the Rink must provide to Devils a Certificate of Insurance before the commencement of the Activities evidencing compliance with such terms:

- a. Workers' Compensation in compliance with state laws, including Employers' Liability with minimum limits of:
 - i. \$1,000,000 Each Accident;
 - ii. \$1,000,000 Disease – Each Employee;
 - iii. \$1,000,000 Disease – Policy Limit.
- b. An Insurance Services Office (or equivalent) occurrence based Commercial General Liability Insurance Policy, covering claims for bodily injury, property damage and personal and advertising injury. Rink's Commercial General Liability policy shall not exclude coverage for sexual abuse and molestation. Such insurance shall include contractual liability coverage and must provide minimum limits of:
 - i. \$2,000,000 Each Occurrence;
 - ii. \$4,000,000 General Aggregate.
- c. All insurance policies must be issued by an admitted insurance carrier with an A.M. Best rating of A-8 or better. General conditions apply to all insurance coverage is that satisfaction of any/all self-insured retentions or deductibles shall be the sole responsibility of the Rink. Failure to carry the required insurance coverages and/or the existence of a self-insured retention shall not relieve Rink or Rink's carrier of the obligation to indemnify and defend the Additional Insureds (defined below) as required in Paragraph 9 from the inception of any claim or action triggering such indemnity and defense obligations. For policies subject to a self-insured retention, Rink shall remain responsible (i.e. contractually liable) to the same extent that an open market insurance carrier would be if the policy was not subject to a self-insured retention.
- d. New Jersey Devils LLC, Devils Arena Entertainment LLC, and each of their subsidiaries or affiliated entities, any entity which, now or in the future, controls, is controlled by, or is under common control with the foregoing, and their directors, officers and employees ("Additional Insureds") must be named as Additional Insureds under the excess Commercial General Liability.
- e. All excess liability insurance policies must provide Cross Liability Coverage. Further, coverage for the Additional Insureds above the Rink's self-insurance retention shall apply on a primary basis irrespective of any other insurance maintained by the Devils, whether collectible or not for claims arising in connection with the Rink's operation. Rink shall provide the Devils with at least 30 days written notice if any of the required policies are cancelled, not renewed or materially modified prior to the Program, Activities or event. Rink shall furnish Devils with certifications of insurance evidencing compliance with all insurance provisions noted above prior to the commencement of the Program.

9. INDEMNIFICATION.

- a. Rink agrees to protect, indemnify and hold harmless Devils, Program Sponsor the National Hockey League, and each of its respective parents, subsidiaries, partnerships, stockholders, owners, governors, partners and other affiliates and each officer, director, governor, shareholder, employee, representative and agent of each of the foregoing, and all of the foregoing's respective successors and assigns (collectively, the "Devils Indemnified Parties"), from and against any and all liabilities, losses, damages, costs, expenses (including, but not limited to, attorneys' fees and expenses), causes of action, suits and claims of any nature whatsoever arising from, based upon or relating to the Rink's involvement in the Program including, but not be

limited to, matters arising from, based upon or relating to (i) any failure of the Rink to comply with the terms and conditions of this Agreement, (ii) any personal injury or death to, or damage to, or loss of property of, any person caused in whole or in part by the negligence or wrongful act of the Rink or any employee, agent, contractor or representative of the Rink; and (iii) unauthorized use by the Rink of any names, logos, emblems, trademarks, insignia or other indicia of the Devils or any of its affiliates. In the event any claim, suit or cause of action covered by this Section 8(a) is asserted in any legal proceeding against any Devils Indemnified Parties, the Rink shall be afforded reasonable notice of and tendered the opportunity to defend (at its own cost and expense) such claim, suit or cause of action on behalf of the Devils Indemnified Parties. If the Rink fails to timely accept such tender of the defense of such claim, suit or cause of action, then the Devils may assume the defense of such claim, suit or cause of action and settle or litigate the same as it may determine, in its sole discretion.

- b. The Devils agrees to protect, indemnify and hold harmless the Rink and its employees, officers, partners, directors, subsidiaries, stockholders, and other affiliates and all of the foregoing parties' respective successors and assigns (collectively, the "Rink Indemnified Parties"), from and against any and all liabilities, losses, damages, costs, expenses (including, but not limited to, attorney's fees and expenses), causes of action, suits and claims of any nature whatsoever arising from, based upon or relating to (i) any failure of the Devils to comply with the terms and conditions of this Agreement, (ii) any personal injury or death to, or damage to, or loss of property of, any person caused in whole or in part by the negligence or wrongful act of the Devils or any employee, agent, contractor or representative of the Devils. In the event any claim, suit or cause of action covered by this Section 8(b) is asserted in any legal proceeding against any Rink Indemnified Parties, the Devils shall be afforded reasonable notice of and tendered the opportunity to defend (at its own cost and expense) such claim, suit or cause of action on behalf of the Rink Indemnified Parties. If the Devils fails to timely accept such tender of the defense of such claim, suit or cause of action, then the Rink may assume the defense of such claim, suit or cause of action and settle or litigate the same as it may, in its sole discretion, may determine.
- c. Neither Party shall be required to indemnify the other party to the extent a claim is caused by the indemnified Party's own negligence or misconduct or that of its employees, agents, contractors or representatives.
- d. Anything contained in this Agreement to the contrary notwithstanding, neither party shall have any liability to the other for any consequential or punitive damages arising from any breach of any obligations under this Agreement, provided that such limitation shall not apply to any liability with respect to the obligations under Paragraphs a. and b. above, or for damages resulting from a party's gross negligence or intentionally wrongful or criminal misconduct.

10. MISCELLANEOUS.

- a. Devils reserve the right to substitute representatives and/or cancel or reschedule any Activities at the Rink in their sole discretion.
- b. This Agreement constitutes the final, complete and exclusive understanding between the parties with respect to the subject matter set forth herein and supersedes all prior or contemporaneous agreements in regard thereto. The parties have not relied upon any promises, warranties, or undertakings other than those expressly set forth in this Agreement.
- c. Nothing in this Agreement will give any person other than the parties hereto and each of their respective successors or assigns any legal or equitable rights, remedy, or claim under this Agreement except with respect to the Indemnification provision herein.
- d. The failure of either party to object to or to take affirmative action with respect to any conduct of the other party which is in violation of the terms hereof will not be construed as a waiver of any subsequent breach or wrongful conduct.
- e. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, without reference to the conflict of law provisions thereof.
- f. If any portion of this Agreement shall be held invalid or unenforceable, the remaining portion hereof shall not be affected thereby and shall remain in full force and effect.
- g. No waiver or modification of any of these terms shall be valid unless in writing.
- h. In no capacity shall the Rink adversely affect or be detrimental other reputation, good will, or the best interests of the Program, Devils, or Program Sponsor and the Rink must comply with all applicable laws, rules and regulations. In the event of Rink's failure to comply with this Paragraph h, Devils may terminate this Agreement without further obligation to Rink.

- i. Any provision of this Agreement that contemplates performance or observance subsequent to any termination or expiration of this Agreement, including, without limitation, all provisions with respect to confidentiality, limitation on liability or indemnification, shall survive any termination or expiration of this Agreement and continue in full force and effect.

[Signature page to follow]

The undersigned hereby represents and warrants that he/she has full authority to execute this document on behalf of Rink and bind Rink, and any organization or political subdivision of which Rink is a part.

RINK: _____

NEW JERSEY DEVILS LLC

AUTHORIZED
SIGNATURE: _____

SIGNATURE: _____

PRINT NAME: _____

PRINT NAME: _____

TITLE: _____

TITLE: _____

EFFECTIVE DATE: _____

EXHIBIT A

2016-2017 NEW JERSEY DEVILS GRASSROOTS HOCKEY PROGRAM

PARTICIPANT RELEASE AND WAIVER OF LIABILITY AND PUBLICITY

Rink: _____ (the "Rink")

Date of Program Activity: _____

PLEASE READ CAREFULLY! BY SIGNING THIS DOCUMENT YOU ARE CONSENTING TO THE WAIVER AND RELEASE OF CERTAIN LEGAL RIGHTS AS SET FORTH IN THIS RELEASE AND WAIVER OF LIABILITY AGREEMENT!

In consideration of the below named individual ("Participant") being provided the opportunity to participate in an activity of the 2016-17 New Jersey Devils Grassroots Hockey Program at the Rink (the "Program") the Participant and (if Participant is less than 18 years of age) his/her parent or guardian hereby freely, voluntarily, and without influence from anyone or duress of any kind, executes this release and consents and agrees to the following:

Participant desires to engage in certain Activities at the Rink in connection with the Program. Participant acknowledges that he/she derives personal satisfaction and a benefit by virtue of his/her participation in the Program and Participant willingly engages in this Program. Participant understands that his/her participation in the Program may include but may not be limited to participation in on-ice instructional activities at the Rink, and, if offered in connection with certain activities, a shootout and goaltending skills challenge conducted by the Rink.

PARTICIPANT/PARENT/GUARDIAN HEREBY ACKNOWLEDGES THE INHERENT RISKS AND DANGERS OF THE PARTICIPANT'S PARTICIPATION IN THE PROGRAM, AND HEREBY ASSUMES ALL RISK AND RESPONSIBILITY FOR ANY PERSONAL INJURY, OR PROPERTY DAMAGE TO THE PARTICIPANT ARISING FROM PARTICIPATION IN THE PROGRAM, AND ANY PERSONAL INJURY, OR PROPERTY DAMAGE TO ANY OTHER PERSON DIRECTLY OR INDIRECTLY CAUSED BY SUCH PARTICIPATION IN THE PROGRAM.

PARTICIPANT/PARENT/GUARDIAN THEIR LEGAL REPRESENTATIVES, HEIRS, SUCCESSORS, AND ASSIGNS HEREBY FOREVER INDEMNIFIES, RELEASES, DISCHARGES AND AGREES TO DEFEND DEVILS ARENA ENTERTAINMENT LLC, NEW JERSEY DEVILS LLC (COLLECTIVELY, THE "DEVILS"), THE RINK, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, MEMBERS, PARTNERS, STOCKHOLDERS, PARENT, AFFILIATED AND SUBSIDIARY COMPANIES, EMPLOYEES, LICENSORS, LICENSEES, AGENTS, AND CONTRACTORS, AND THEIR SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "RELEASED PARTIES") TO THE FULLEST EXTENT PERMISSIBLY BY LAW, INCLUDING BUT NOT LIMITED TO THE NEGLIGENCE, FAULT OR MISCONDUCT OF ANY KIND ON THE PART OF THE RELEASED PARTIES FROM AND AGAINST ALL CLAIMS, LOSSES, AND DAMAGES DIRECTLY, OR INDIRECTLY ARISING FROM OR MAY HEREAFTER ARISE FROM PARTICIPATION IN THE PROGRAM (INCLUDING BUT NOT LIMITED TO DEATH, BODILY OR PERSONAL INJURY, ILLNESS, ECONOMIC LOSS OR OUT OF POCKET EXPENSES OR LOSS OR DAMAGE OF PROPERTY).

Participant also understands that the Released Parties do not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness.

Participant further acknowledges and accepts sole responsibility for all of the hazards to him/her and his/her property associated with or related to the performance in the Program, his/her participation with the Released Parties (including but not limited to any injury or damage that he/she may cause to others), and any conditions on projects, property, facilities, accommodations, equipment, supplies and tools (irrespective of who may own or provide any one of these items) incidental to his/her performance in the Program and/or participation with the Released Parties, whether caused by the negligence, fault or misconduct of any kind on the part of the Released Parties.

Participant does hereby release and forever discharge the Released Parties from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Program with the Released Parties.

Participant/Parent/Guardian hereby acknowledges that (i) Participant's participation in the Program shall be subject to compliance with the all of the Rink rules; and (ii) as a precondition to participation in the Program, Participant represents that

Participant shall, at all times, be in good physical condition and shall not be subject to any medical condition that poses or may pose any risk of harm or disability to the Participant or others.

Participant understands that, except as otherwise agreed to by the Released Parties in writing, Released Parties Releasees do not carry or maintain health, medical, or disability insurance coverage for any Participant. Each Participant is expected and encouraged to obtain his or her own medical or health insurance coverage.

To the extent permitted by law, Participant/Parent/Guardian hereby grant in perpetuity, without reservation of any rights, and without any compensation, or additional consideration of any kind, unrestricted permission to the Devils and Rink to use worldwide Participant's name, picture, portrait, likeness, and identification, including photographs, video or audio recordings taken of Participant in connection with Participant's participation in the Program in all media, and modes of advertising promoting the Devils, Prudential Center, the Rink, the Competition or the Program.

Participant/Parent/Guardian hereby warrants that they have read the above authorization, release and agreement prior to its execution and is fully familiar with the contents thereof. Participants under the age of eighteen (18) must have this release signed by a parent or legal guardian. This agreement represents the entire understanding of the parties and may not be amended unless mutually agreed to by the parties in writing.

This document shall be governed and construed in accordance with the laws of the State of New Jersey, without reference to the conflict of law provisions thereof. If any portion of this document shall be held invalid or unenforceable, the remaining portion hereof shall not be affected thereby and shall remain in full force and effect.

PARTICIPANT (Please Print):

Name: _____ Date of Birth: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Email:* _____
Signature: _____ Date: _____

** Optional: By providing an e-mail address, you are consenting to being contacted via e-mail by the Devils, Prudential Center and their affiliates.*

PARENT/GUARDIAN I affirm that I am the Parent/Guardian of the Participant with authority to give this authorization to his/her participation in the Program and confirmation of the above agreement and release. I agree to indemnify the Devils, the Rink and their respective officers, directors, members, partners, stockholders, parent, affiliated and subsidiary companies, employees, licensors, licensees, agents, and contractors, and their successors, and assigns from and against any liability arising out of any claim of any invalidity of this affirmation.

Name: _____ Date of Birth: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Email:* _____
Signature: _____ Date: _____

** Optional: By providing an e-mail address, you are consenting to being contacted via e-mail by the Devils, Prudential Center and their affiliates.*

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-012
Agenda No. 10.G
Approved: JAN 11 2017
TITLE:



RESOLUTION AUTHORIZING A PARTNERSHIP AGREEMENT WITH HAJRAH HUSSAIN THROUGH THE REACHOUT FELLOWSHIP FOR ITS POST GRADUATE PUBLIC SERVICE PROJECT ADDRESSING COMMUNITY HEALTH NEEDS OF JERSEY CITY

COUNCIL AS A WHOLE, OFFERED AND MOVED ADOPTION of the following resolution:

WHEREAS, the City of Jersey City (the "City") is dedicated to improving public health education and outcomes;

WHEREAS, the ReachOut Fellowship awards a fellowship to Princeton University seniors to undertake a public service project in their first post graduation year;

WHEREAS, Hajrah Hussain (the 'Fellow') has contacted the Jersey City Department of Health and Human Services so as to undertake her public service project in the event she is awarded the fellowship

WHEREAS, the City, and more specifically the Jersey City Department of Health and Human Services, desires to partner with the fellow for the duration of the project from July 1, 2017 – June 30, 2018;

WHEREAS, the City is willing to provide its facilities to the fellow for the public service project as per the description set forth in Memorandum of Understanding, Exhibit A, attached hereto (the "MOU");

TITLE:

WHEREAS, as set forth in the MOU, the ReachOut Fellowship will assume full responsibility for the cost, \$30,000, of the Fellowship and Jersey City Department of Health and Human Services may choose to lend financial support but is under no obligation to do so;

WHEREAS, the term of this MOU will be at will, and may be modified or terminated by mutual consent of any of the partners.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of Jersey City that

- 1.) The City is authorized to partner with the fellow to complete the public service project as per the attached MOU.
- 2.) Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the Affiliation Agreement, and any other documents necessary to effectuate the purpose of this resolution

BD 10.17.16

APPROVED: _____

APPROVED AS TO LEGAL FORM _____

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☐Not Required ☐

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.11.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓							LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING A PARTNERSHIP AGREEMENT WITH HAJRAH HUSSAIN THROUGH THE REACHOUT FELLOWSHIP FOR ITS POST GRADUATE PUBLIC SERVICE PROJECT ADDRESSING COMMUNITY HEALTH NEEDS OF JERSEY CITY

Initiator

Department/Division	Health and Human Services	Director's Office
Name/Title	Stacey Flanagan	Director
Phone/email	201-547-6560	sflanagan@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

To provide authorization to HHS to partner with Hajrah Hussain through the ReachOut Fellowship program to undertake her public service project in the event she is awarded a fellowship from July 1, 2017- June 30, 2018.

I certify that all the facts presented herein are accurate.


Signature of Department Director

1/3/17
Date

Memorandum of Understanding

Between

Jersey City Department of Health and Human Services

and

Hajrah Hussain

This Memorandum of Understanding (MOU) sets the terms and understanding between the Jersey City Department of Health and Human Services and Hajrah Hussain to enter into a mutually beneficial partnership from July 1st, 2017 through June 30th, 2018 with Hajrah Hussain serving as a ReachOut Fellow (the "Fellow") at the JC Department of Health and Human Services if accepted as a ReachOut Fellow.

Background

The ReachOut Fellowship is a fellowship awarded to Princeton University seniors to undertake a public service project in their first post-graduation year. As a lifelong resident of Jersey City, the Fellow has contacted the Jersey City Department of Health and Human Services so as to undertake her public service project addressing community health needs of Jersey City in the event that she is awarded the ReachOut Fellowship. The ReachOut Fellowship award will be announced in early February 2017.

Purpose

The above stated goal of addressing community health needs will be accomplished by the Fellow undertaking the following activities as a ReachOut Fellow, dependent on the approval by Department of Health and Human Services and subject to change according to the Department's wishes:

- Partnering with the New Jersey Partnership for Healthy Kids, a nonprofit that partners with health departments and other community groups in New Jersey to address childhood obesity through projects such as the Corner Store Initiative providing health education to children in the corner stores they frequent.

- Expanding on the Corner Store Initiative through a public-private partnership between the Department of Health and Human Services and corner stores, in which the Department serves the role of facilitating connections between corner stores in order for these small, independent

businesses to work together to place bulk orders for healthy snack items to drive down costs for the benefit of the community.

- Creating public health messaging and health education materials that can be disseminated throughout the community via social media and in places of healthcare for group-specific needs. E.g. WIC nutrition educational materials, teenage mental health messaging, etc.

- Expanding healthy cooking workshops offered in the summer by collaborating with the Hudson County Community College Culinary Institute as a site for community engagement and nutrition education.

- Facilitating the establishment of low-tech and sustainable preventative health interventions such as walking groups for the elderly by reaching out to the community.

- Establishing a Health Ambassadors program within public schools and private universities in Jersey City to engage the community in taking a proactive approach to health.

- Collaborating with the Institute of Urban Health to best design programming informed by evidence-based practices.

Reporting

If the Fellow receives the ReachOut Fellowship, she will work under the Jersey City Department of Health and Human Services and will submit progress reports on ongoing and upcoming programming. The Fellow will also submit a midpoint progress report to ReachOut and a final written report.

Funding

This MOU is not a commitment of funds. If the Fellow is accepted as a ReachOut Fellow she will receive a \$30,000 stipend for her post-graduation year from ReachOut Fellowship. She intends to utilize \$6,000 of the funds for programming costs and the remaining \$25,000 for living expenses (including housing, food, and health insurance). The Jersey City Department of Health and Human Services, after receiving the required authorization of funds, may choose to lend financial support for programming, but is under no obligation to do so.

Duration

This MOU is at-will and may be modified by mutual consent of authorized officials, Stacey Flanagan, the Director of Jersey City Department Health & Human Services, and the Fellow. This MOU shall become effective upon signature by the authorized officials and will remain in effect until modified or terminated by any one of the partners by mutual consent.

City Policies

The City will not remunerate the Fellow for services provided under the program. It is also understood that the Fellow shall at no time be considered an employee of the City or be entitled to benefits of any kind, including without limitation, workers compensation, disability benefits, or health insurance benefits.

The Fellow shall abide by and comply with all rules and regulations established by City for its employees and volunteers. The City retains the right to terminate the fellowship for failure to comply with such rules and regulations and/or for failure to exhibit appropriate professional behavior. It is further understood that the City reserves the right to immediately remove the Fellow from the City without notice in the case of rule violations leading to unsafe practice or detrimental effect to the City, visitors, or employees, or for any violation of the City's rules and regulations relating to confidentiality.

The Fellow is responsible for the planning and executing of the fellowship, programming, content, and the requirements for progression and completion of the ReachOut Fellowship.

The Fellow agrees to complete, or permit the Jersey City Human Resources Department to complete, a criminal background check.

The Fellow agrees to review and execute the City's Volunteer forms, certifications and waivers which are available at the Jersey City Human Resources Department. Such documents must be executed and returned prior to the start of the Fellowship.

Contact Information

Stacey Flanagan
Director, Jersey City Department of Health and Human Services
201-547-6560
sflanagan@jcnj.org

Hajrah Hussain
Princeton University Senior
Potential ReachOut Fellow
201-682-1079
hhussain@princeton.edu

Date:
Signature
Hajrah Hussain, Princeton University, Potential ReachOut Fellow

Date:
Signature
Stacy Flanagan, Jersey City Department of Health and Human Services, Director

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-013

Agenda No. 10.H

Approved: _____

TITLE:



WITHDRAWN

RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN-END CONTRACT TO WHITSON CULINARY GROUPS FOR SENIOR HOME DELIVERED MEALS "MEALS ON WHEELS" FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES

COUNCIL

offered and moved adoption of the following Resolution:

WHEREAS, the City of Jersey City (the "City"), via Resolution 16.196 dated March 23, 2016, awarded a one year open-end contract in the amount of \$1,183,200.00 to Whitson Culinary Groups (the "Contractor") for Senior Home Delivered Meals "Meals on Wheels" for the Department of Health and Human Services;

WHEREAS, the bid specification provided the City with the option to renew the contract for two additional one year terms;

WHEREAS, the Contractor has been performing the services in an effective and efficient manner;

WHEREAS, pursuant to N.J.S.A. 40A:11-15, the City desires to exercise the first option and renew the contract for an additional one year period effective January 1, 2017 – December 31, 2017;

WHEREAS, the total cost of the contract renewal shall not exceed the contract amount of \$1,183,200.00;

TITLE:

RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN-END CONTRACT TO WHITSON CULINARY GROUPS FOR SENIOR HOME DELIVERED MEALS "MEALS ON WHEELS" FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES

WHEREAS, the sum of One Hundred Thousand (\$100,000.00) Dollars is available in Capital Account No. 02-213-40-618-314.

NOW, THEREFORE BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to renew an agreement with Whitson Culinary Group for the Department of Health and Human Services.
2. The renewal contract is for a one year period effective January 1, 2017 – December 31, 2017 and shall not exceed \$1,183,200.00.
3. Upon certification by an official or employee of the City authorized to attest that the contractor has complied with specifications in all respects, and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 405-1 et seq.
4. Pursuant to N.J.A.C. 5:30-5.5(c)2, the continuation of the contract after the expenditure of funds encumbered in the 2017 calendar year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2017 calendar year permanent budget.

City Clerk File No. Res. 17-013Agenda No. 10.H

TITLE:

RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN-END CONTRACT TO WHITSON CULINARY GROUPS FOR SENIOR HOME DELIVERED MEALS "MEALS ON WHEELS" FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES

5. The award of this contract shall be subject to the condition that the contractor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

I, Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Account No. _____ for payment of the above resolution.

BD 01.03.17

APPROVED:  APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator Corporation Counsel

Certification Required ☐Not Required ☐**APPROVED**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.11.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
BADSDEN				OSBORNE				WATTERMAN			
BOGGIANO								LAVARRO, PRES.			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

A

City of the City of Jersey City N.J.

WITHDRAWN

Rolarido R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – Contract Award

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN-END CONTRACT TO WHITSON CULINARY GROUPS FOR SENIOR HOME DELIVERED MEALS “MEALS ON WHEELS” FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES

Project Manager

Department/Division	Health and Human Services	Senior Nutrition
Name/Title	Stacey Flanagan	Director
Phone/email	201-547-6560	sflanagan@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

To provide meals to homebound senior citizens as a part of Federal and State Grant from Hudson County Office on Aging. Whitson's will be providing 5,000 frozen meals to senior citizens. The cost per meal is \$4.64

Costs (Identify all sources and amounts)

Total Cost \$1,183,200.00
Temporary Encumbrance \$100,000.00

Contract term (include all proposed renewals)

Contract is for one year. The city reserves the right to extend the contract for two additional one year terms

Type of award

Public Bid

If 'Other Exception', enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

1/4/17
Date

1800 Mount Pleasant
Hempstead, NY 11749
P 631.424.2700
F 631.424.2745
www.whitsons.com

December 22, 2016

Ms. Vivanan A. Webb
Supervisor of Accounts
Jersey City Department of Health & Human Services
1 Journal Square Plz Ste 2
Jersey City, NJ 07306-4004

Dear Ms. Webb:

As your meal service provider, Whitsons continuously strives to provide you with the highest quality food at the lowest possible prices. We invest in the latest technology, training and operational processes to maximize operational efficiencies. We also use a competitive bidding process to source the best ingredients at the lowest prices.

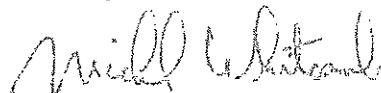
Whitsons would be happy to renew our contract with Jersey City Department of Health & Human Services thru 12/31/17 at the current lunch rate listed below:

Meal	Current Price	New Price
Lunch	\$4.64	\$4.64

We thank you for your partnership with Whitsons, and look forward to continuing our high quality nutrition program and serving your clients.

If you have any questions or concerns, please feel free to call me directly at 631-750-1423. We are here to serve you!

Sincerely,



Michael Whitcomb
Vice President



School Nutrition

Residential Dining

Healthcare Dining

Corporate Dining

Prepared Meals

Emergency Dining



Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-014

Agenda No. 10. I

Approved _____

TITLE:



WITHDRAWN

RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN END CONTRACT TO NU WAY CONCESSIONARIES INC. FOR SENIOR CONGREGATE SITE NUTRITION PROGRAM FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES

COUNCIL

offered and moved adoption of the following Resolution:

WHEREAS, the City of Jersey City (the "City"), via Resolution 16.195 dated March 23, 2016, awarded a one year open-end contract in the amount of \$261,600.00 to Nu- Way Concessionaires Inc. (the "Contractor") for Senior Congregate Site Nutrition Program for the Department of Health and Human Services;

WHEREAS, the bid specification provided the City with the option to renew the contract for two additional one year terms;

WHEREAS, the Contractor has been performing the services in an effective and efficient manner;

WHEREAS, pursuant to N.J.S.A. 40A:11-15, the City desires to exercise the first option and renew the contract for an additional one year period effective January 1, 2017 – December 31, 2017;

WHEREAS, the total cost of the contract renewal shall not exceed the contract amount of \$261,600.00; and

WHEREAS, the sum of Twenty Five Thousand (\$25,000.00) Dollars is available in Capital Account No. 02-213-40-618-314.

TITLE:

**RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN END
CONTRACT TO NU WAY CONCESSIONARIES INC. FOR SENIOR
CONGREGATE SITE NUTRITION PROGRAM FOR THE DEPARTMENT
OF HEALTH AND HUMAN SERVICES**

NOW, THEREFORE BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to renew an agreement with Nu-Way Concessionaries Inc. for the Department of Health and Human Services.
2. The renewal contract is for a one year period effective January 1, 2017 – December 31, 2017 and shall not exceed \$261,600.00.
3. Upon certification by an official or employee of the City authorized to attest that the contractor has complied with specifications in all respects, and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 405-1 et seq.
4. Pursuant to N.J.A.C. 5:30-5.5(c)2, the continuation of the contract after the expenditure of funds encumbered in the 2017 calendar year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2017 calendar year permanent budget.

City Clerk File No. Res. 17-014Agenda No. 10.1

TITLE:

**RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN END
CONTRACT TO NU WAY CONCESSIONARIES INC. FOR SENIOR
CONGREGATE SITE NUTRITION PROGRAM FOR THE DEPARTMENT
OF HEALTH AND HUMAN SERVICES**

5. The award of this contract shall be subject to the condition that the contractor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

I, Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Account No. _____ for payment of the above resolution.

BD 01.03.17

APPROVED: 

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☐Not Required ☐**APPROVED**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.11.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
GADSDEN				RODRIGUEZ				WATTERMANN			
BOGGS								LAVARRO, PRES.			

✓ Indicate

N.V.-Not Voting (Abstain)

Adopted

WITHDRAWN

of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council_____
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN END CONTRACT TO NU WAY CONCESSIONARIES INC FOR SENIOR CONGREGATE SITE NUTRITION PROGRAM FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES

Project Manager

Department/Division	Health and Human Services	Senior Nutrition
Name/Title	Stacey Flanagan	Director
Phone/email	201-547-6560	sflanagan@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

To provide meals to senior citizens at congregate lunch site as part of Federal and State grant from the Hudson County Office on Aging. Nu-Way Concessionaires will be providing approximately 5,500 hot meals per month for senior citizens participating in the congregate site lunch program. The bid which is based on the cost per meal was \$4.38.

Cost (Identify all sources and amounts)

Total Cost \$261,600.00
Temporary Encumbrance \$25,000.00
Acct Number# 02-213-40-618-314

Contract Term (include all proposed renewals)

January 1, 2017- December 31, 2017

Type of award

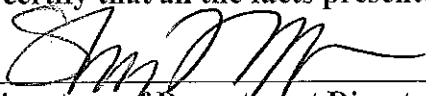
Public bid

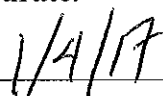
If "Other Exception", enter type

Additional Information

One year bid with two additional one year options.

I certify that all the facts presented herein are accurate.


Signature of Department Director


Date

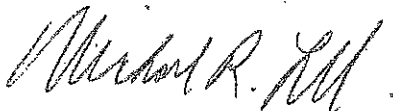
Nu Way Concessionaires, Inc.
339 - 345 Bergen Avenue
Kearny, NJ 07032
Telephone: 201-997-4851
Fax: 201-997-9055

December 20, 2016

Nu Way Concessionaires, Inc. wishes to continue servicing the Jersey City Senior Nutrition Program at the current rate of \$4.38 per meal for all congregate nutrition sites.

All terms of the existing contract will apply through the Year 2017.

Sincerely,

A handwritten signature in cursive script, appearing to read "Michael R. Liegel".

MICHAEL R. LIEGEL

General Manager
Nu Way Concessionaires

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-015

Agenda No. 10.J

Approved: _____

TITLE:



RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO SPIN CUBE INC. FOR THE PURCHASE, DELIVERY AND INSTALLATION OF COMPUTER EQUIPMENT FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF POLICE THROUGH THE NATIONAL COOPERATIVE PURCHASING ALLIANCE

COUNCIL AS A WHOLE, offered and moved adoption of the following resolution:

WHEREAS, N.J.S.A. 52:34-6.2 authorizes a municipality to enter into cooperative purchasing agreements with one or more other states or political subdivisions for the purchase of goods and services; and

WHEREAS, certain economies can be achieved when public entities purchase goods and services together under a cooperative pricing agreement; and

WHEREAS, The Cooperative Purchasing Alliance is a lead agency under a Cooperative Pricing Agreement approved by the Division of Local Government Services; and

WHEREAS, the Department of Public Safety, Division of Police need computer equipment for their Communications & Technology Center; and

WHEREAS, Resolution 15.111 approved on February 10, 2015 authorized the City of Jersey City (City) to enter into a Cooperative Agreement with The National Cooperative Purchasing Alliance (NCPA); and

WHEREAS, the Division of Police wishes to purchase computer equipment from Spin Cube Inc., 3571 JFK Boulevard, Jersey City, New Jersey 07307; and

WHEREAS, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable; and

WHEREAS, these funds are available for this expenditure in accordance with the requirements of the Local Budget Law, N.J.S.A. 40A:4-1 et seq.;

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. Spin Cube Inc.'s proposal to purchase computer equipment be accepted and a contract in the amount of \$32,104.33 is awarded to Spin Cube Inc.;
2. This contract is awarded pursuant to N.J.S.A. 52:34-6.2; and
3. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.;

(Continued on page 2)

WITHDRAWN

City Clerk File No. Res. 17-015Agenda No. 10-J

TITLE:

**RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO SPIN CUBE INC.
FOR THE PURCHASE, DELIVERY AND INSTALLATION OF COMPUTER EQUIPMENT
FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF POLICE THROUGH THE
NATIONAL COOPERATIVE PURCHASING ALLIANCE**

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

<u>Grant Account:</u>	<u>PO #:</u>	<u>Amount:</u>
02-213-40-531-314	123279	\$17,361.52
02-213-40-531-314	123181	<u>\$14,742.81</u>
	Total	\$32,104.33

APPROVED: _____
Peter Folgado, Director of Purchasing,
QPA, RPFO

December 5, 2016
Date

PF/pv
12/5/16

APPROVED: _____ APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator Corporation Counsel

Certification Required ☒

Not Required ☐

APPROVED

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.11.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
GAD								WATTERMANN			
BOGG								LAVARRO, PRES.			

✓ Indice

N.V.-Not Voting (Abstain)

Adopt **WITHDRAWN** the City of Jersey City N.J.

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO SPIN CUBE INC. FOR THE PURCHASE, DELIVERY, AND INSTALLATION OF COMPUTER EQUIPMENT FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF POLICE THROUGH THE NATIONAL COOPERATIVE PURCHASING ALLIANCE

Initiator

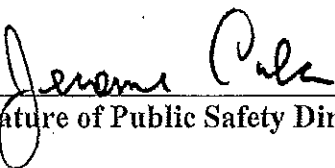
Department/Division	Police Department	Grants
Name/Title	Elyse Gibbs	Supervising Analyst Grant Applications Program Monitor
Phone/email	201-547-5413 or 862-754-1820	ejgibbs@njjepps.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The purpose of this purchase is to equip the Intel Research Division and Street Crimes Unit with needed office equipment to support the units working under the COPS Office COPS Anti Crime Initiative Grant (CAGI) grant.

I certify that all the facts presented herein are accurate.


Signature of Public Safety Director

12/8/16
Date



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: SPINCUBE INC.
Trade Name:
Address: 53 JOHN STREET
CLARK, NJ 07066
Certificate Number: 1847646
Effective Date: January 24, 2014
Date of Issuance: December 02, 2016

For Office Use Only:
20161202150603212



Lenovo

Website: <http://www.lenovo.com>

Overview

Lenovo has U.S. headquarters in North Carolina. Our \$34 billion global personal technology company recently became the world's largest PC manufacturer. We operate in more than 66 countries serving customers in 160+ countries. Lenovo has more than 38,000 employees which include 3,200 designers, scientists and engineers. Market segments in federal, state, local government and education are essential to our growth and sustainment strategy making us a reliable, innovative and cost effective partner for your organization.

Contract Info

Awarded Vendor:

Lenovo

Contract Awarded:

Technology Solutions

Contract Number:

01-46

Lead Agency:

Region 14 ESC

Contract Term:

3 year term, October 1, 2015 to October 31, 2018

**Option to renew for five (5) additional one (1) year periods.*

Due Diligence

Request for Proposal:

[RFP for Technology Solutions](#)

Awarded Vendor Response:

[Lenovo's Response to RFP](#)

Evaluation:

[Bid Tab & Request for RFP List](#)

Award Letter:

[Region 14 Award Letter](#)

Advertisements:

[USA Today Ad 1](#)

[USA Today Ad 2](#)

[NCPA Website Ad](#)

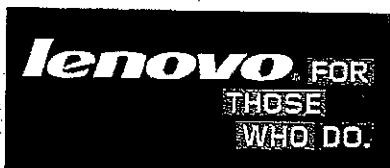
0177010

**SpinCUBE Inc.**

3571 Kennedy Blvd
Jersey City, NJ 07307
USA

Voice: 201-741-8811

Fax: 201-221-7617



Business Partner ID number 1213970455 Page: 1

Authorized Reseller

Lenovo New Jersey NASPO ValuePoint

Computer Contract #40121

Lenovo NCPA Authorized Reseller

QUOTATION

Quote Number:

2016-10-GRANTS-eg

Quote Date:

Nov 28, 2016

NCPA

National Cooperative Purchasing Alliance

Quoted To:

JERSEY CITY PUBLIC SAFETY/PD/FD
75 BISHOP ST
Jersey City, NJ 07302
USA

Drop Shipment

Customer ID	Good Thru	Payment Terms	Sales Rep
JCPS-PD	12/28/16	Net 30 Days	Alberto Scalia

Quantity	Item	Description	Unit Price	Amount
1.00	HPM680F	HP Color LaserJet Enterprise MFP M680 series Recommended monthly page volume 3000 to 17,000K List 5,043.63 delivery fee included in price NCPA Qualified	4,539.25	4,539.25
1.00	Cust/Setup/instal	Custom setup/config of HP M680 printer HP list 469	375.00	375.00
3.00	10F4S07B00	ThinkCentre M900z, Intel Core i5-6500 (3.20GHz, 6MB), Windows 10 Pro 64, 8.0GB, 1x256GB SSD SATA III, DVD, Intel 8 260 , 3YR Onsite NBD ValuePoint Qualified	1,353.00	4,059.00
3.00	Cust/Setup/instal	Custom setup/config of unit for JCPD and standard apps and network install Regular \$375 15% discot with VALUEPOINT/WSCA Unit purchase.	318.65	955.95
3.00	mspsev1yr	MSP maintenance services for 1 year (discounted to 216/mo/unit) ALL SHIPPING IS INCLUDED WITH INSIDE DELIVERY FOR LARGE HP M680. MUST SUPPLY FINAL DELIVERY LOCATIONS FOR FED EX DELIVERY OF PRINTERS. ALL OTHER ITEMS WILL BE SHIPPED TO 1 JSQ PLAZA. HP PRINTERS ARE PRICES IN ACCORDANCE TO NCPA, WHICH JERSEY CITY IS A REGISTERED MEMBER. POs should reference the NCPA Contract number (NCPA 01-65).	2,477.44	7,432.32
Subtotal				Continued
Sales Tax				Continued
TOTAL				Continued



**SpinCUBE Inc.**

3571 Kennedy Blvd
Jersey City, NJ 07307
USA

Voice: 201-741-8811

Fax: 201-221-7617



Business Partner ID number 1213970455

Authorized Reseller

Lenovo New Jersey NASPO ValuePoint

Computer Contract #40121

Lenovo NCPA Authorized Reseller

QUOTATION

Quote Number:

2016-10-GRANTS-eg

Quote Date: Nov 28, 2016

Page: 2



National Cooperative Purchasing Alliance

Quoted To:

JERSEY CITY PUBLIC SAFETY/PD/FD
75 BISHOP ST
Jersey City, NJ 07302
USA

Drop Shipment

Customer ID	Good Thru	Payment Terms	Sales Rep
JCPS-PD	12/28/16	Net 30 Days	Alberto Scalia

Quantity	Item	Description	Unit Price	Amount
		LENOVO PRICES ARE IN ACCORDANCE TO New Jersey NASPO ValuePoint Contract 40121 / MNWNC-117		
			Subtotal	17,361.52
			Sales Tax	
			TOTAL	17,361.52





FAX #

PHONE#

QUOTE DATE 11/30/2016

QUOTE # L19655**NATIONAL COMMUNICATIONS INC.**

69 WASHINGTON STREET, WEST ORANGE, NJ 07052-5538

PHONE (973)-325-3151 FAX (973)-325-2690

INTERNET WWW.TRYNCI.COM EMAIL NCISALES@TRYNCI.COM**QUOTED TO: ACCOUNT # N**

EMAIL

JERSEY CITY PUBLIC SAFETY/PD/FD

75 BISHOP STREET

JERSEY CITY, NJ 07302

USA

SHIP TO:

JERSEY CITY PUBLIC SAFETY/PD/FD

75 BISHOP STREET

JERSEY CITY, NJ 07302

USA

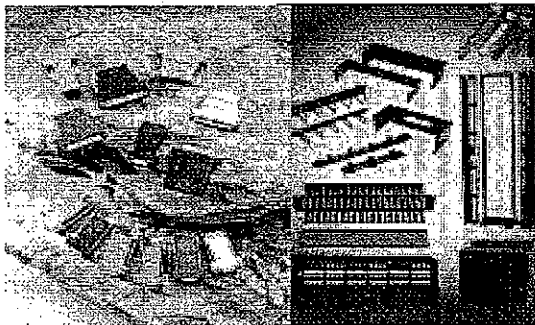
QUOTED TO	PO #	TERMS	SHIP VIA	SALES REP	AVAILABLE TO SHIP
	QUOTE	NET 30	FEDERAL EXPRES	GK	TBD

QTY	UOM	PART#	DESCRIPTION	UNIT PRICE	EXTENSION
1		NAP	HPM680F HP LASER COLOR JET ENTERPRISE MFP	\$4,607.3400	\$4,607.34
1		NAP	CUSTOM SETUP/CONFIG OF HP M680 PRINTER	\$389.1500	\$389.15
3		NAP	THINKCENTRE M900Z, INTEL CORE I5-6500	\$1,368.1800	\$4,104.54
3		NAP	CUSTOM SETUP/CONFIG/INSTALL JCPD	\$329.9900	\$989.97
3		NAP	1 YEAR MAINTENANCE SERVICES	\$2,514.6700	\$7,544.01
1		NYDL	INSIDE DELIVERY INCLUDED	\$0.0000	\$0.00

QUOTE VALID FOR 30 DAYS

QUOTE VALID FOR 30 DAYS

QUOTE VALID FOR 30 DAYS



QUOTE AMOUNT \$17,635.01

SALES TAX \$1,234.45

FREIGHT TO BE DETERMINED

TOTAL QUOTE \$18,869.46

ALL FOR ALL YOUR VOICE AND DATA NEEDS

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print):

Alberto Scalia, Pres

Representative's Signature:

Alberto Scalia

Name of Company:

SunCoke Inc

Tel. No.:

201-741-8811

Date:

12/2/16

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the Pres of SAN CUBA, Inc (hereafter "owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Alberta Scario Pres
Representative's Signature: [Signature]
Name of Company: SAN CUBA, INC
Tel. No.: 201-741-8511 Date: 12/1/76

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Spin Cube Inc
Address : 3571 John F. Keane Blvd - Jersey City, NJ 07307
Telephone No. : 201-741-8811
Contact Name : Alberta Scalia

Please check applicable category :

☐ Minority Owned Business (MBE) ☐ Minority & Woman Owned Business (MWBE)
☐ Woman Owned business (WBE) ☐ Neither

X Small Business

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

OFFICE OF EQUAL OPPORTUNITY COPY

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-RAID AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
<NAME OF CONTRACTING AGENCY>

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

"Local Unit Pay-To-Play Law" (P.L. 2004, c.19, as amended by P.L. 2005, c.51)

19:44A-20.6 Certain contributions deemed as contributions by business entity.

5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

19:44A-20.7 Definitions relative to certain campaign contributions:

6. As used in sections 2 through 12 of this act:

"business entity" means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

Temporary and Executing

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)

19:44A-3 Definitions. In pertinent part...

p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

19:44A-8 and 16 Contributions, expenditures, reports, requirements.

While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:

"The \$300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)

Part III - Any Direct or Indirect Parent Entity Which is Publicly Traded:

"To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest."

☐ Pages attached with name and address of each publicly traded entity as well as the name and address of each person that holds a 10 percent or greater beneficial interest.

OR

☐ Submit here the links to the Websites (URLs) containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent.

AND

☐ Submit here the relevant page numbers of the filings containing the information on each person holding a 10 percent or greater beneficial interest.

Subscribed and sworn before me this 2 day of
December, 2016.

(Notary Public)

My Commission expires:

7/18/21

Alberto Scalia
(Affiant)

Alberto Scalia Pres
(Print name of affiant and title if applicable)

(Corporate Seal if a Corporation)

MERCEDES KAPS
Notary Public
State of New Jersey
My Commission Expires July 18, 2021
I.D.# 50041970

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I - Vendor Information

Vendor Name:	Spin Cube Inc		
Address:	3571 John F. Kennedy Blvd		
City:	Forsyth, GA	State:	GA
Zip:	30207		

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the instructions accompanying this form.

Robert L. Taylor

Alberto Sordani

[Signature]

Signature

Printed Name _____

Title

Part II - Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

[illegible]

☐ Check here if the information is continued on subsequent page(s)

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
 Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY

Part I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the *<name of business entity>* has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding *(date of award scheduled for approval of the contract by the governing body)* to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the *<name of entity of elected officials>* as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Steven Fulop for Mayor 2017	Hallanan for Council
Lavacro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun
Friends of Daniel Rivera	Osborne for Council
Gajewski for Council	Friends of Councilwoman Diane Coleman

Part II - Ownership Disclosure Certification

☒ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- ☐ Partnership
 ☐ Corporation
 ☐ Sole Proprietorship
 ☒ Subchapter S Corporation
☐ Limited Partnership
 ☐ Limited Liability Corporation
 ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Alberto Scalia	33 Tola St Clark, NJ 07066

Part 3 - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Spartan Cycle Inc

Signed: Alberto Scalia

Title: Pres

Print Name: Alberto Scalia

Date: 12/2/16

Subscribed and sworn before me this 2 day of December, 2016

My Commission expires: 7/18/21

Alberto Scalia
 (Affiant)
Alberto Scalia, Pres
 (Print name & title of affiant) (Corporate Seal)

MERCEDES KAPS
 Notary Public
 State of New Jersey
 My Commission Expires July 18, 2021
 I.D.# 50041970

STATEMENT OF OWNERSHIP
(OWNERSHIP DISCLOSURE CERTIFICATION)

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This Statement Shall Be Included with
All Bid and Proposal Submissions

Name of Business:

Spin Cube Inc

Address of Business:

3571 John F. Kennedy Blvd Jersey City, NJ 07310

Name of person completing this form:

Alberto Scalin

N.J.S.A. 52:25-24.2:

"No corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or proposal, or accompanying the bid or proposal of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, has been listed.

To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest."

The Attorney General has advised that the provisions of N.J.S.A. 52:25-24.2, which refer to corporations and partnerships apply to limited partnerships, limited liability partnerships, and Subchapter S corporations.

This Ownership Disclosure Certification form shall be completed, signed and notarized.

Failure of the bidder/proposer to submit the required information is cause for automatic rejection of the bid or proposal

Part I

Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, sign and notarize at the end)
- ☐ Non-Profit Corporation (skip Parts II and III, sign and notarize at the end)
- ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership
- ☐ Limited Liability Company
- ☒ For-profit Corporation (Including Subchapters C and S or Professional Corporation)
- ☐ Other (be specific): _____

Part II

- ☒ I certify that the list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

OR

- ☐ I certify that no one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or that no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be.

Sign and notarize the form below, and, if necessary, complete the list below.
(Please attach additional sheets if more space is needed):

Name: Alberto Scario 100%
Address: 33 John St
Clerk, NJ 07307

Name: _____
Address: _____

Name: _____
Address: _____

Name: _____
Address: _____

Name: _____
Address: _____

Name: _____
Address: _____

Name: _____
Address: _____

Name: _____
Address: _____

Name: _____
Address: _____

Name: _____
Address: _____

Name: _____
Address: _____

Name: _____
Address: _____

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Spin Cube Inc (name of business entity) has not made any reportable contributions in the **one-year period preceding 12/2/16 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Spin Cube Inc (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Spin Cube Inc

Signed Alberto Scario Title: Pres

Print Name Alberto Scario Date: 12/2/16

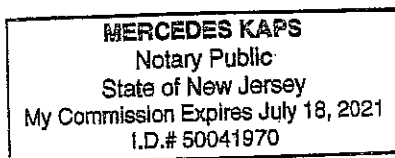
Subscribed and sworn before me
this 2 day of Dec, 2016.

My Commission expires:

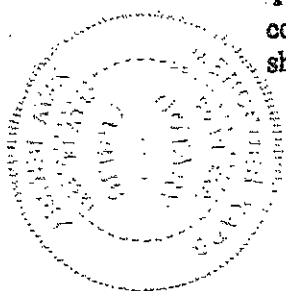
7/18/21

M Kaps

Alberto Scario
(Affiant)
Alberto Scario Pres
(Print name & title of affiant) (Corporate Seal)



****Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.**





STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: SPINCUBE INC.
Trade Name:
Address: 53 JOHN STREET
CLARK, NJ 07066
Certificate Number: 1847646
Effective Date: January 24, 2014
Date of Issuance: December 02, 2016

For Office Use Only:

20161202150603212



National Cooperative Purchasing Alliance



Lenovo

Website: <http://www.lenovo.com>

Overview

Lenovo has U.S. headquarters in North Carolina. Our \$34 billion global personal technology company recently became the world's largest PC manufacturer. We operate in more than 66 countries serving customers in 160+ countries. Lenovo has more than 38,000 employees which include 3,200 designers, scientists and engineers. Market segments in federal, state, local government and education are essential to our growth and sustainment strategy making us a reliable, innovative and cost effective partner for your organization.

Contract Info

Awarded Vendor:

Lenovo

Contract Awarded:

Technology Solutions

Contract Number:

01-46

Lead Agency:

Region 14 ESC

Contract Term:

3 year term, October 1, 2015 to October 31, 2018

**Option to renew for five (5) additional one (1) year periods.*

Due Diligence

Request for Proposal:

[RFP for Technology Solutions](#)

Awarded Vendor Response:

[Lenovo's Response to RFP](#)

Evaluation:

[Bid Tab & Request for RFP List](#)

Award Letter:

[Region 14 Award Letter](#)

Advertisements:

[USA Today Ad 1](#)

[USA Today Ad 2](#)

[NCPA Website Ad](#)



Lenovo

Website: <http://www.lenovo.com>

Overview

Lenovo has U.S. headquarters in North Carolina. Our \$34 billion global personal technology company recently became the world's largest PC manufacturer. We operate in more than 66 countries serving customers in 160+ countries. Lenovo has more than 38,000 employees which include 3,200 designers, scientists and engineers. Market segments in federal, state, local government and education are essential to our growth and sustainment strategy making us a reliable, innovative and cost effective partner for your organization.

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Advertisements:

[USA Today Ad 1](#)

[USA Today Ad 2](#)

[NCPA Website Ad](#)



All IT as a Service Provider

SpinCUBE Inc.

3571 Kennedy Blvd
Jersey City, NJ 07307

USA

Voice: 201-741-8811

Fax: 201-221-7617



Business Partner ID number 1213970455

Authorized Reseller

Lenovo New Jersey NASPO ValuePoint

Computer Contract #40121

Lenovo NCPA Authorized Reseller

QUOTATION

Quote Number:

2016-GRants-eg1

Quote Date: Oct 26, 2016

Page: 1



Quoted To:

JERSEY CITY PUBLIC SAFETY/PD/FD
75 BISHOP ST
Jersey City, NJ 07302
USA

Customer ID	Good Thru	Payment Terms	Sales Rep
JCPS-PD	11/25/16	Net 30 Days	Alberto Scalia

Quantity	Item	Description	Unit Price	Amount
		ALL SHIPPING IS INCLUDED WITH INSIDE DELIVERY FOR LARGE HP M680. MUST SUPPLY FINAL DELIVERY LOCATIONS FOR FED EX DELIVERY OF PRINTERS. ALL OTHER ITEMS WILL BE SHIPPED TO 1 JSQ PLAZA.		
		HP PRINTERS ARE PRICES IN ACCORDANCE TO NCPA, WHICH JERSEY CITY IS A REGISTERED MEMBER. POs should reference the NCPA Contract number (NCPA 01-65).		
		LENOVO PRICES ARE IN ACCORDANCE TO New Jersey NASPO ValuePoint Contract 40121 / MNWNC-117		
3.00	HPM680F	HP Color LaserJet Enterprise MFP M680 series Recommended monthly page volume 3000 to 17,000K List 5,043.63 delivery fee included in price	4,539.27	13,617.81
3.00	hpm680Fsetup	Custom setup/config of HP M680 printer HP list 469	375.00	1,125.00
			Subtotal	14,742.81
			Sales Tax	
			TOTAL	14,742.81





State of New Jersey
Department of the Treasury

Division of Purchase and Property

Governor Chris Christie • Lt. Governor Kim Guadagno

Search

NJ Home | Services A to Z | Departments/Agencies | FAQs

**Notice of Award
Term Contract(s)**

M-0483

NASPO VALUEPOINT COMPUTER

Vendor Information
Authorized Dealers
By Vendor
Email to JAMES E STRYPE

Downloadable NOA Documents
(Please utilize scroll bar on right side of box if necessary to view all documents)

Download All Documents

- State Contract Manager Adobe PDF (8 kb)
- Method of Operation Adobe PDF (188 kb)
- Amendment #1 - Vendor Information Change Adobe PDF (17 kb)
- Amendment #2 - Contract Cancellation Adobe PDF (17 kb)

The **Download All Documents** hyperlink will place compressed files on your computer. Files may be unzipped and viewed using WinZip. The evaluation version is available for free. [Click here](#) to learn more about WinZip or to download the latest version from the WinZip web site.

Forms in this section are stored in Adobe Acrobat (PDF) format. PDF formatted documents appear the same as the original printed forms. To view and print these forms, you must have a PDF viewer which is available free from Adobe. [Click here](#) to learn more about Adobe Acrobat or to download the latest version of the Adobe Acrobat viewer from the Adobe Web site.

NOAs By Number

NOAs By Title

Search NOAs

Index #:	M-0483
Contract #:	VARIOUS
Contract Period:	FROM: 10/01/15 TO: 03/31/17
Applicable To:	ALL STATE AGENCIES
Cooperative Purchasing:	POLITICAL SUBDIVISIONS*
Vendor Name & Address:	SEE VENDOR INFORMATION SECTION
For Procurement Bureau Use:	
Solicitation #:	24098
Bid Open Date:	00/00/00
CID #:	
Commodity Code:	-
Set-Aside:	NONE

RECEIVED
NOV 23 2015
11

CONDITIONS AND METHODS OF OPERATION

Multi-Source Contracts: State Agencies and Cooperative Purchasing partners should review each vendor's product/service and prices carefully and place orders in accordance with the terms and conditions of the contract. Note that

A. Delivery: All prices F.O.B. Destination

B. Method of Operation - State Agencies Only:

Issue an agency purchase order to the appropriate contract vendor(s).

***IMPORTANT: POLITICAL SUBDIVISION & OTHER COOPERATIVE PURCHASING PARTICIPANTS**

In accordance with N.J.S.A. 40A:11-11(5), N.J.S.A. 52:25-16.1 et seq. and N.J.A.C. 5:34-1.7, all Cooperative Purchasing Program participants are responsible for ensuring that the Purchase Order issued reflects the correct contract item pricing and that payment is processed accordingly. Note that only these items/services specified in the applicable State contract(s) may be purchased from the contract vendor(s) of record. Cooperative Purchasing participants assume full responsibility for all purchase transactions issued through State contracts, including Purchase Orders, delivery compliance, and payments.

Questions, problems or complaints related to Cooperative Purchasing contact:

Cooperative Purchasing Coordinator
PO Box 230
Trenton, NJ 08625
(609) 984-7047

In the event of an emergency, contact the following in the order listed:

JAMES E STRYPE	PROCUREMENT SPECIALIST	609-341-2977
PENI MACMEEKIN	ASSISTANT DIRECTOR	609-292-8677
	PUB DATE:	10/20/16

VENDOR INFORMATION

Vendor Name & Address:	ACE TECHNOLOGY PARTNERS LLC 575 LIVELY BLVD ELK GROV VILLAG, IL 60007
Contact Person:	MIKE GASPARINO
Contact Phone:	847-952-6933
Order Fax:	847-952-6901
Contract#:	89964
Expiration Date:	03/31/17
Terms:	NONE
Delivery:	30 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES

*** WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?**

Vendor Name & Address:	CISCO SYSTEMS INC 170 WEST TASMAN DR SAN JOSE, CA 95134
Contact Person:	JOE EARLY
Contact Phone:	215-620-2074
Order Fax:	000-000-0000
Contract#:	89966
Expiration Date:	03/31/17
Terms:	NONE
Delivery:	30 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES

*** WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?**

Vendor Name & Address:

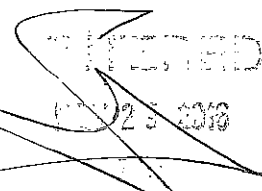
Expiration Date:	03/31/17
Terms:	NONE
Delivery:	30 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	HP INC 1501 PAGE MILL ROAD PALO ALTO, CA 94304-1185
Contact Person:	DEBRA LEE
Contact Phone:	847-922-2977
Order Fax:	000-000-0000
Contract#:	89974
Expiration Date:	03/31/17
Terms:	NONE
Delivery:	30 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	IBM CORPORATION STERLING MEADOW RD 300 LONG MEADOW RD STERLING FOREST, NY 10979
Contact Person:	BETTY SHVETZ
Contact Phone:	971-309-6825
Order Fax:	000-000-0000
Contract#:	40047
Expiration Date:	03/31/17
Terms:	NONE
Delivery:	30 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	LENOVO UNITED STATES INC 1009 THINK PLACE MORRISVILLE, NC 27560-9002
Contact Person:	MELISSA DUDASH
Contact Phone:	919-294-0609
Order Fax:	000-000-0000
Contract#:	40121
Expiration Date:	03/31/17
Terms:	NONE
Delivery:	30 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	MICROSOFT CORPORATION 5335 WISCONSIN AVE NW SUITE 600 WASHINGTON, DC 20015

Contact Person:	GEORGE PASHARDIS
Contact Phone:	609-528-8912
Dealer/Distributor Name & Address:	GOVCONNECTION INC 2150 POST RD FAIRFIELD CT 06824
Contact Person:	JEFF LEVIN
Contact Phone:	800-800-0019
Dealer/Distributor Name & Address:	INTEGRA BUSINESS CENTER 7248 TILGHMAN STREET ALLENTOWN PA 18106
Contact Person:	MARTY ANDREFSKI
Contact Phone:	800-582-6399-X160
Dealer/Distributor Name & Address:	MICRO STRATEGIES INC 1140 PARSIPPANY BLVD PARSIPPANY NJ 07054
Contact Person:	RAY SCARDELLI
Contact Phone:	973-625-7721
Dealer/Distributor Name & Address:	MRA INTERNATIONAL INC PO BOX 3337 LONG BRANCH NJ 07740
Contact Person:	BRUNO
Contact Phone:	732-222-0997
Dealer/Distributor Name & Address:	NWN CORPORATION 303 FELLOWSHIP RD/STE 110 MT LAUREL NJ 08054
Contact Person:	MATT HIMMELSTEIN
Contact Phone:	856-914-5603
Dealer/Distributor Name & Address:	PKA TECHNOLOGIES INC 1 EXECUTIVE BLVD SUFFERN NY 10901
Contact Person:	FELISE KATZ
Contact Phone:	845-357-0170
Dealer/Distributor Name & Address:	POMEROY IT SOLUTIONS 5040 LOUISE DRIVE/STE 105 MECHANICSBURG PA 17055
Contact Person:	GERALD RUTLEDGE
Contact Phone:	717-516-7101
Dealer/Distributor Name & Address:	RIVERSIDE TECHNOLOGIES INC 105 GATEWAY DR N SIOUX CITY SD 57049
Contact Person:	KEVIN HEISS
Contact Phone:	866-804-4388
Dealer/Distributor Name & Address:	SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET NJ 08873
Contact Person:	KATIE OKANE
Contact Phone:	732-868-5904
Contract#: 40121	Title: NASPO VALUEPOINT COMPUTER
Dealer/Distributor Name & Address:	CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS IL 60061-9740
Contact Person:	JOHN MAZELLA
Contact Phone:	866-776-7415
Dealer/Distributor Name & Address:	COMPUTER SYS & METHODS 15 MAPLE ST SOMERVILLE NJ 08876-2106
Contact Person:	KASH MAHNA
Contact Phone:	908-725-1373
Dealer/Distributor Name & Address:	CREATIVE ASSOCIATES 44 PARK AVE MADISON NJ 07940
Contact Person:	MITCHELL D FEATHER
Contact Phone:	973-377-4440
Dealer/Distributor Name & Address:	GOVCONNECTION INC 2150 POST RD FAIRFIELD CT 06824
Contact Person:	JEFF LEVIN
Contact Phone:	800-800-0019

Dealer/Distributor Name & Address:	MICRO STRATEGIES INC 1140 PARSIPPANY BLVD PARSIPPANY NJ 07054
Contact Person:	RAY SCARDELLI
Contact Phone:	973-625-7721
Dealer/Distributor Name & Address:	PALISADES SALES CORP OF NORTHERN NEW JERSEY 184 CENTRAL AVE OLD TAPPEN NJ 07675
Contact Person:	DOUGLAS NEUMETZGER
Contact Phone:	201-930-0076
Dealer/Distributor Name & Address:	PLEXUS HUB INC 348 WOODCREEK TER FREMONT CA 94539
Contact Person:	VIJAY PEGALLAPATI
Contact Phone:	408-791-3102
Dealer/Distributor Name & Address:	SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET NJ 08873
Contact Person:	KATIE OKANE
Contact Phone:	732-868-5904
Dealer/Distributor Name & Address:	SPINCUBE INC 3571 KENNEDY BLVD JERSEY CITY NJ 07307
Contact Person:	ALBERTO SCALIA
Contact Phone:	201-741-8811
Dealer/Distributor Name & Address:	TECHXTEND 1157 SHREWSBURY AVE SHREWSBURY NJ 07702-4321
Contact Person:	
Contact Phone:	000-000-0000
Dealer/Distributor Name & Address:	VCOM INTL MULTI MEDIA CORP DBA VALIANT IMC 80 LITTLE FALLS RD FAIRFIELD NJ 07004
Contact Person:	D RON WOLSTEN
Contact Phone:	800-825-4268
Contract#: 40166	Title: NASPO VALUEPOINT COMPUTER
Dealer/Distributor Name & Address:	CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS IL 60061-9740
Contact Person:	JOHN MAZELLA
Contact Phone:	866-776-7415
Dealer/Distributor Name & Address:	GOVCONNECTION INC 2150 POST RD FAIRFIELD CT 06824
Contact Person:	JEFF LEVIN
Contact Phone:	800-800-0019
Dealer/Distributor Name & Address:	INSIGHT PUBLIC SECTOR INC 6820 S HARL AVE TEMPE AZ 85283
Contact Person:	RICKY RANGEL
Contact Phone:	800-467-4448-3296
Dealer/Distributor Name & Address:	NWN CORPORATION 303 FELLOWSHIP RD/STE 110 MT LAUREL NJ 08054
Contact Person:	MATT HIMMELSTEIN
Contact Phone:	856-914-5603
Dealer/Distributor Name & Address:	PCMG INC 14120 NEWBROOK DR STE 100 CHANTILLY VA 20151
Contact Person:	BILL ABRAMS
Contact Phone:	201-655-0251
Dealer/Distributor Name & Address:	SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET NJ 08873
Contact Person:	KATIE OKANE
Contact Phone:	732-868-5904

AND SERVICES. DELIVERY: 30 DAYS ARO					
Vendor: HP INC		Contract Number: 89974			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001	COMM CODE: 204-53-072691 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: DESKTOPS INCLUDING RELATED PERIPHERALS AND SERVICES. DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00002	COMM CODE: 204-54-072692 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: LAPTOPS INCLUDING RELATED PERIPHERALS AND SERVICES. DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00003	COMM CODE: 204-53-088303 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: TABLETS INCLUDING RELATED PERIPHERALS AND SERVICES. DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
Vendor: IBM CORPORATION		Contract Number: 40047			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001	COMM CODE: 204-91-072697 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: SERVERS INCLUDING RELATED PERIPHERALS AND SERVICES. DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00002	COMM CODE: 206-89-072698 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: STORAGE INCLUDING RELATED PERIPHERALS AND SERVICES. DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
Vendor: LENOVO UNITED STATES INC		Contract Number: 40121			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001	COMM CODE: 204-53-072691 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: DESKTOPS INCLUDING RELATED PERIPHERALS AND SERVICES. DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00002	COMM CODE: 204-54-072692 [COMPUTER HARDWARE AND	1.000	EA	NET	N/A

	PERIPHERALS FOR...] ITEM DESCRIPTION: LAPTOPS INCLUDING RELATED PERIPHERALS AND SERVICES. DELIVERY: 30 DAYS ARO				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00003	COMM CODE: 204-53-088303 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: TABLETS INCLUDING RELATED PERIPHERALS AND SERVICES. DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00004	COMM CODE: 204-91-072697 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: SERVERS INCLUDING RELATED PERIPHERALS AND SERVICES. DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00005	COMM CODE: 206-89-072698 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: STORAGE INCLUDING RELATED PERIPHERALS AND SERVICES. DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
Vendor: MICROSOFT CORPORATION Contract Number: 40166					
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001	COMM CODE: 204-54-072692 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: LAPTOPS INCLUDING RELATED PERIPHERALS AND SERVICES. DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00002	COMM CODE: 204-53-088303 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: TABLETS INCLUDING RELATED PERIPHERALS AND SERVICES. DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
Vendor: NETAPP INC Contract Number: 89977					
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001	COMM CODE: 206-89-072698 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: STORAGE INCLUDING RELATED PERIPHERALS AND SERVICES. DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
Vendor: NIMBLE STORAGE INC Contract Number: 89978					



25 2016

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print):

Alberto Scalia, Pres

Representative's Signature:

Alberto Scalia

Name of Company:

Sprint Inc

Tel. No.: 201-741-8811

Date:

12/2/16

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the Pres of Sain Cuh Inc (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 USC 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Alberto Scallio Pres.
Representative's Signature: [Signature]
Name of Company: Sain Cuh Inc
Tel. No.: 201-741-3511 Date: 12/5/16

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name :

Spin Cube Inc

Address :

3571 John F. Keonek Blvd - Jersey

C7, P5
07307

Telephone No. :

201-241-8811

Contact Name :

Alberto Scalia

Please check applicable category :

☐ Minority Owned Business (MBE)

☐ Minority & Woman Owned
Business (MWBE)

☐ Woman Owned business (WBE)

☐ Neither

X small business

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

OFFICE OF EQUAL OPPORTUNITY COPY

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-RAID AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
<NAME OF CONTRACTING AGENCY>

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

"Local Unit Pay-To-Play Law" (P.L. 2004, c.19, as amended by P.L. 2005, c.51)

19:44A-20.6 Certain contributions deemed as contributions by business entity.

5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

19:44A-20.7 Definitions relative to certain campaign contributions.

6. As used in sections 2 through 12 of this act:

"business entity" means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

Temporary and Executing

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

~~~~~  
The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)

19:44A-3 Definitions. In pertinent part...

p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

19:44A-8 and 16 Contributions, expenditures, reports, requirements.

*While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:*

"The \$300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)



**Part III - Any Direct or Indirect Parent Entity Which is Publicly Traded:**

"To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest."

☐ Pages attached with name and address of each publicly traded entity as well as the name and address of each person that holds a 10 percent or greater beneficial interest.

OR

☐ Submit here the links to the Websites (URLs) containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent.

\_\_\_\_\_  
\_\_\_\_\_

AND

☐ Submit here the relevant page numbers of the filings containing the information on each person holding a 10 percent or greater beneficial interest.

\_\_\_\_\_  
\_\_\_\_\_

Subscribed and sworn before me this 2 day of  
December, 2016.

(Notary Public)

My Commission expires:

7/18/21

Alberto Scalia  
(Affiant)

Alberto Scalia Pres  
(Print name of affiant and title if applicable)

(Corporate Seal if a Corporation)

**MERCEDES KAPS**  
Notary Public  
State of New Jersey  
My Commission Expires July 18, 2021  
I.D.# 50041970

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.**

## Part I - Vendor Information

|              |                           |        |    |
|--------------|---------------------------|--------|----|
| Vendor Name: | SNA Corp INC              |        |    |
| Address:     | 3571 John F. Kennedy Blvd |        |    |
| City:        | Forsyth, GA               | State: | GA |
| Zip:         | 30203                     |        |    |

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the instructions accompanying this form.

*Robert L. Taylor*

Alberto Sosa 1105  
Printed Name

                      
Title

## Part II - Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

[illegible]☐ Check here if the information is continued on subsequent page(s)

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
**Required Pursuant To N.J.S.A. 19:44A-20.8**  
**CITY OF JERSEY CITY**

**Part I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

|                             |                                       |
|-----------------------------|---------------------------------------|
| Steven Fulop for Mayor 2017 | Hallanan for Council                  |
| Lavarro for Councilman      | Friends of Richard Boggiano           |
| Friends of Joyce Watterman  | Michael Yun                           |
| Friends of Daniel Riv ra    | Osborne for Council                   |
| Gajewski for Council        | Friends of Councilwoman Diane Coleman |

**Part II - Ownership Disclosure Certification**

☒ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- ☐ Partnership
 ☐ Corporation
 ☐ Sole Proprietorship
 ☒ Subchapter S Corporation  
☐ Limited Partnership
 ☐ Limited Liability Corporation
 ☐ Limited Liability Partnership

| Name of Stock or Shareholder | Home Address                |
|------------------------------|-----------------------------|
| Alberto Scallio              | 53 Tola St Newark, NJ 07102 |
|                              |                             |
|                              |                             |
|                              |                             |
|                              |                             |
|                              |                             |
|                              |                             |
|                              |                             |
|                              |                             |
|                              |                             |

**Part 3 - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: SPIN Cycle Inc

Signed: Alberto Scallio

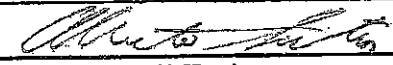
Title: Pres

Print Name: Alberto Scallio

Date: 12/2/16

Subscribed and sworn before me this 2 day of December, 2016

My Commission expires: 7/18/21

  
 (Affiant)  
Alberto Scallio / Pres  
 (Print name & title of affiant) (Corporate Seal)

**MERCEDES KAPS**  
 Notary Public  
 State of New Jersey  
 My Commission Expires July 18, 2021  
 I.D.# 50041970

**STATEMENT OF OWNERSHIP  
(OWNERSHIP DISCLOSURE CERTIFICATION)**

**N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)**

**This Statement Shall Be Included with  
All Bid and Proposal Submissions**

**Name of Business:**

Spin Cape Inc

**Address of Business:**

3571 John F. Kennedy Blvd Jersey City, NJ 07310

**Name of person completing this form:**

Alberto Scalin

**N.J.S.A. 52:25-24.2:**

"No corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or proposal, or accompanying the bid or proposal of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, has been listed.

To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest."

The Attorney General has advised that the provisions of N.J.S.A. 52:25-24.2, which refer to corporations and partnerships apply to limited partnerships, limited liability partnerships, and Subchapter S corporations.

This Ownership Disclosure Certification form shall be completed, signed and notarized.

**Failure of the bidder/proposer to submit the required information is cause for automatic rejection of the bid or proposal**

### **Part I**

Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, sign and notarize at the end)
- ☐ Non-Profit Corporation (skip Parts II and III, sign and notarize at the end)
- ☐ Partnership      ☐ Limited Partnership      ☐ Limited Liability Partnership
- ☐ Limited Liability Company
- ☒ For-profit Corporation (Including Subchapters C and S or Professional Corporation)
- ☐ Other (be specific): \_\_\_\_\_

### **Part II**

- ☒ I certify that the list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

OR

- ☐ I certify that no one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or that no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be.

**Sign and notarize the form below, and, if necessary, complete the list below.**  
**(Please attach additional sheets if more space is needed):**

Name: Alberto Scallio 100%  
Address: 53 John St  
Clerk, NJ 07307

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY  
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED  
ON SEPTEMBER 3, 2008**

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Spit Cube Inc (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding 12/2/16 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Spit Cube Inc (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Spit Cube Inc

Signed Alberto Scalzo Title: Pres

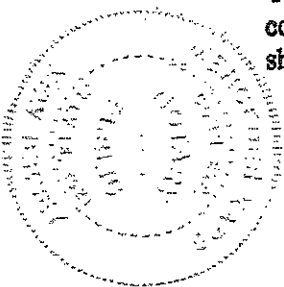
Print Name Alberto Scalzo Date: 12/2/16

Subscribed and sworn before me this 2 day of Dec, 2016. M Kaps Alberto Scalzo (Affiant)

My Commission expires: 7/18/21 Alberto Scalzo Pres (Print name & title of affiant) (Corporate Seal)

**MERCEDES KAPS**  
Notary Public  
State of New Jersey  
My Commission Expires July 18, 2021  
I.D.# 50041970

**\*\*Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.**



# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-016

Agenda No. 10.K

Approved: JAN 11 2017

TITLE:



## RESOLUTION AWARDING A CONTRACT TO CREATIVE RISK UNDERWRITERS TO PROVIDE STOP GAP INSURANCE FOR EMPLOYEES AND RETIREES AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE

COUNCIL  
RESOLUTION:

OFFERED AND MOVED ADOPTION OF THE FOLLOWING

**WHEREAS**, the City of Jersey City ("City") must provide Stop Gap Insurance for all employees and retirees; and

**WHEREAS**, Creative Risk Underwriters is a provider of Stop Gap insurance; and

**WHEREAS**, stop gap insurance is a policy that protects the City from catastrophic medical claims that exceed \$225,000 per individual; and

**WHEREAS**, the City desires to enter into an agreement, with Creative Risk Underwriters for a period of one (1) year effective January 1, 2017 and ending December 31, 2017; and

**WHEREAS**, the City may enter into a contract for stop gap insurance pursuant to N.J.S.A. 40A:11-5(1)(m) as an Extraordinary Unspecifiable Service ("EUS"); and

**WHEREAS**, Robert Kakoleski, the City Business Administrator, has certified that these services qualify as an extraordinary, unspecifiable service under the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a)(ii); and

**WHEREAS**, contracts with insurance companies are not subject to the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

**WHEREAS**, Creative Risk Underwriters has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance adopted on September 3, 2008; and

**WHEREAS**, the total amount of the one (1) year contract is TWO MILLION SEVEN HUNDRED FIFTY-ONE THOUSAND (\$2,751,000.00) DOLLARS; and

**WHEREAS**, funds in the amount of SIX HUNDRED THOUSAND (\$600,000.00) DOLLARS are available in the 2017 calendar year temporary budget in account number 01-201-23-220-802.

**WHEREAS**, during the term of this contract the City Purchasing Agent is authorized to issue change orders, not to exceed twenty (20%) percent to cover cost increases resulting from the hiring of new employees; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that:

1. Subject to such modification as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the contract attached hereto with Creative Risk Underwriters to provide stop gap insurance for active employees and retirees for a term of one year (1) effective January 1, 2017 and expiring on December 31, 2017.
2. The total cost to the City for the one (1) year contract is Two Million Seven Hundred Fifty-One Thousand (\$2,751,000.00) Dollars.



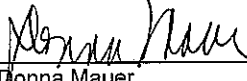
TITLE:

**RESOLUTION AWARDING A CONTRACT TO CREATIVE RISK  
UNDERWRITERS TO PROVIDE STOP GAP INSURANCE FOR  
EMPLOYEES AND RETIREES AS AN EXTRAORDINARY  
UNSPECIFIABLE SERVICE**

3. Pursuant to N.J.S.A. 40A:11-5(1)(m), this contract is awarded as an Extraordinary Unspecifiable Service (EUS) contract because of the reasons stated in the certification attached hereto.
4. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of this contract after the expenditure of funds encumbered in the 2017 temporary budget shall be subject to the appropriation of sufficient funds in the 2017 permanent budget.
5. Upon certification by an official or employee of the city authorized to attest that Creative Risk Underwriters has provided services in accordance with the contract, then; payments to the contractor shall be made in accordance with the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.
6. A copy of this resolution shall be published in a newspaper of general circulation in the City of Jersey City as required by law within ten (10) days of the adoption of this resolution.
7. The award of this contract shall be subject to a condition that Creative Risk Underwriters provides satisfactory evidence of compliance with the applicable Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A 10:5-31 et seq.
8. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance shall be placed on file with the resolution.

I, Donna Mauer, Chief Financial Officer hereby certify that these funds are available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et seq.

PO# 123574

  
Donna Mauer  
Chief Financial Officer

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

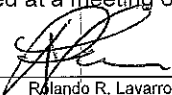
APPROVED 8-0


| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.11.17 |     |     |      |               |     |     |      |                |     |     |      |
|-------------------------------------------------|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON                                   | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON  | AYE | NAY | N.V. |
| GAJEWSKI                                        | ✓   |     |      | YUN           | ✓   |     |      | RIVERA         | ✓   |     |      |
| GADSDEN                                         | ✓   |     |      | OSBORNE       | ✓   |     |      | WATTERMEN      | ✓   |     |      |
| BOGGIANO                                        | ✓   |     |      |               |     |     |      | LAVARRO, PRES. | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

  
Rolando R. Lavarro, Jr., President of Council

  
Robert Byrne, City Clerk

CERTIFICATION OF ROBERT KALOLESKI IN SUPPORT OF AWARDING A CONTRACT  
TO CREATIVE RISK UNDERWRITERS FOR STOP GAP INSURANCE AS AN  
EXTRAORDINARY UNSPECIFIABLE SERVICE

DATE: January 11, 2017  
TO: Municipal Council  
FROM: Robert Kakoleski, Business Administrator  
RE: Contract to provide stop gap insurance for  
Active Employees and Retirees

This is to request your approval of a resolution authorizing a  
contract to be executed as follows:

Firm: Creative Risk Underwriters  
Cost: \$2,751,000.00  
Period: January 1, 2017 thru December 31, 2017  
Purpose: To provide a stop gap insurance policy for  
active employees and retirees of the City  
of Jersey City

This is to request an award of a contract without receipt of formal  
bids as an Extraordinary, Unspecifiable Service (N.J.S.A. 40A:11-  
5(1)(a)(ii) and N.J.A.C. 5:34-2.3(b)). I do hereby certify to the  
following:

1. Provide a clear description of the nature of the work to  
be done.

Creative Risk Underwriters will provide a stop gap insurance  
policy for all active employees and retirees in the event that  
medical bills for an individual surpass \$225,000.00 in a given  
plan year. This is an umbrella policy that protects the City  
from catastrophic claims.

2. Describe in detail why the contract meets the provisions  
of the statute and rules:

The contract is to provide stop gap insurance coverage for  
City employees, retirees and their eligible dependents.  
N.J.S.A. 40A:11-5(m) states that contracts for insurance may  
be awarded in accordance with the regulations applicable to  
extraordinary, unspecifiable service contracts.

3. The service is of such a specialized and qualitative  
nature that the performance of the service cannot be  
reasonably described by written specifications because:

It is insurance that is coupled with the Horizon health  
insurance and a necessity with a group the size of the City of  
Jersey City for claims protection in the event of any  
catastrophic incidents.

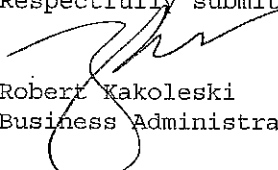
4. Describe the informal solicitation of quotations:

The following solicitations were obtained by City and reviewed by Acrisure, LLC. Each provider gave a monthly premium.

|               |              |
|---------------|--------------|
| Creative Risk | HM Life      |
| \$223,200.00  | \$258,360.00 |

5. I have reviewed the rules of the Division of Local Government Services as contained in N.J.A.C. 5:34-2.1 et. seq. And certify that the proposed contract may be considered as an extraordinary, unspecifiable service in accordance with the requirements thereof.

Respectfully submitted,



Robert Kakoleski  
Business Administrator

**RESOLUTION FACT SHEET - CONTRACT AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND CREATIVE RISK UNDERWRITERS TO PROVIDE STOP GAP INSURANCE FOR EMPLOYEES AND RETIREES AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE

**Project Manager**

|                     |                  |                                   |
|---------------------|------------------|-----------------------------------|
| Department/Division | HUMAN RESOURCES  | HEALTH BENEFITS                   |
| Name/Title          | MICHALINE YURCIK | SUPERVISING ADMINSTRATIVE ANALYST |
| Phone/email         | 547-5515         | Myurcik@jcnj.org                  |

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Contract Purpose**

To provide stop gap insurance for employees and retirees.

The City solicited quotes and received two (2) from the following Insurance Companies.

| <u>COMPANY</u>             | <u>MONTHLY PREMIUM</u> |
|----------------------------|------------------------|
| Creative Risk Underwriters | \$223,200.00           |
| HM Life                    | \$258,360.00           |

**Cost (Identify all sources and amounts)**

Account: 01-201-23-220-802  
\$2,751,000.00 – one year

**Contract term (include all proposed renewals)**


One year (January 1, 2017 – December 31, 2017)

Type of award

If "Other Exception", enter type

**Additional Information**

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

12/8/16  
Date

**CITY OF JERSEY CITY**394 CENTRAL AVE.  
2ND FLOOR  
JERSEY CITY NJ 07307**Requisition****Requisition #****0177348****Assigned PO #****Vendor****Dept. Bill To**  
HEALTH BENEFITS  
CITY HALL  
280 GROVE ST. ROOM 107  
JERSEY CITY NJ 07302**Dept. Ship To**  
HEALTH BENEFITS  
CITY HALL  
280 GROVE ST. ROOM 107  
JERSEY CITY NJ 07302**Contact Info**  
Michaline Yurcik  
0000005515

| Quantity | UOM | Description                           | Account           | Unit Price | Total      |
|----------|-----|---------------------------------------|-------------------|------------|------------|
| 1.00     | 1   | STOP LOSS INSURANCE                   | 01-201-23-220-802 | 600,000.00 | 600,000.00 |
|          |     | INSURANCE FOR CATASTROPHIC CLAIMS     |                   |            |            |
|          |     | CY 2017: 1/1/17 - 12/31/17            |                   |            |            |
|          |     | TOTAL CONTRACT AMOUNT: \$2,751,000.00 |                   |            |            |
|          |     | AMOUNT TO BE ENCUMBERED: \$600,000.00 |                   |            |            |
|          |     | PARTIAL PAYMENT VOUCHERS              |                   |            |            |

**Requisition Total 600,000.00**

Req. Date: 01/05/2017

Requested By: MICHALNE

Buyer Id:

Approved By: \_\_\_\_\_

**This Is Not A Purchase Order**

11/01/16

Taxpayer Identification# 474-671-512/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione  
Director  
New Jersey Division of Revenue

| STATE OF NEW JERSEY                             |                                            | DEPARTMENT OF TREASURY/<br>DIVISION OF REVENUE<br>PO BOX 282<br>TRENTON, NJ 08646-0282 |
|-------------------------------------------------|--------------------------------------------|----------------------------------------------------------------------------------------|
| BUSINESS REGISTRATION CERTIFICATE               |                                            |                                                                                        |
| TAXPAYER NAME:                                  | TRADE NAME:                                | SEQUENCE NUMBER:                                                                       |
| CEATIVE RISK UNDERWRITERS, LLC                  |                                            | 2083935                                                                                |
| ADDRESS:                                        | ISSUANCE DATE:                             |                                                                                        |
| 1343 CANTON ROAD SUITE B-1<br>MARIETTA GA 30066 | 11/01/16                                   |                                                                                        |
| EFFECTIVE DATE:                                 | Director<br>New Jersey Division of Revenue |                                                                                        |
| 10/31/16                                        |                                            |                                                                                        |

THIS CERTIFICATE IS NON-ASSIGNABLE AND TRANSFERABLE. IT MUST BE CONSPICUOUSLY DISPLAYED AT ABOVE ADDRESS.

# GREAT MIDWEST INSURANCE COMPANY

(A Stock Insurance Company, hereinafter the Company)  
800 Gessner, Houston, TX 77024

## EXCESS LOSS INSURANCE APPLICATION AND SCHEDULE OF BENEFITS

APPLICATION IS HEREBY MADE TO THE GREAT MIDWEST INSURANCE COMPANY ("COMPANY") FOR EXCESS LOSS INSURANCE. THIS APPLICATION MUST BE ACCEPTED AND APPROVED BY THE COMPANY OR ITS AUTHORIZED REPRESENTATIVE PRIOR TO ANY POLICY BEING IN EXISTENCE.

### 1. POLICYHOLDER INFORMATION

Policy Number: **CRU-0061-01-17-G**

Policyholder: **City of Jersey City**

Address: **280 Grove Street, Jersey City, NJ 07302**

Subsidiary or affiliated companies (companies under common control through stock ownership, contract, or otherwise) to be included (list legal name and addresses):  
**None**

Name of Designated Third Party Administrator/Address: **Horizon Blue Cross Blue Shield of New Jersey  
3 Penn Plaza East  
Newark, NJ 07105**

Estimated Initial Enrollment (will be used as the Number of Covered Units during the first Policy Month):  
Composite **5087**

### 2. COVERAGE INFORMATION

Policy Period: **01/01/2017** to **12/31/2017**  
Effective Date Termination Date

Add Coverage For:

|                    |                                     |     |                          |    |
|--------------------|-------------------------------------|-----|--------------------------|----|
| Disabled Persons:  | <input checked="" type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| Retired Employees: | <input checked="" type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| Cobra Continuees:  | <input checked="" type="checkbox"/> | Yes | <input type="checkbox"/> | No |

### 3. AGGREGATE BENEFIT

Benefit Period: Employees Benefit Plan expenses must be:

Incurred from: **01/01/2016** through **12/31/2017** and

Paid from: **01/01/2017** through **12/31/2017**

Claims Incurred prior to the Policy Effective Date are limited to: \$ **22,128,000**

Claims Paid after the end of the Policy Period are limited to: \$ **N/A**

Aggregate Eligible Claims Expenses include:

|                         |                                     |     |                                     |    |
|-------------------------|-------------------------------------|-----|-------------------------------------|----|
| Health Care:            | <input checked="" type="checkbox"/> | Yes | <input type="checkbox"/>            | No |
| Dental:                 | <input type="checkbox"/>            | Yes | <input checked="" type="checkbox"/> | No |
| Vision:                 | <input type="checkbox"/>            | Yes | <input checked="" type="checkbox"/> | No |
| Prescription Drug Card: | <input checked="" type="checkbox"/> | Yes | <input type="checkbox"/>            | No |
| Short Term Disability:  | <input type="checkbox"/>            | Yes | <input checked="" type="checkbox"/> | No |

Other: \_\_\_\_\_

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-017  
Agenda No. 10.L  
Approved: JAN 11 2017  
TITLE:



## RESOLUTION AWARDING A PROFESSIONAL SERVICES AGREEMENT TO BIANCAMANO & DISTEFANO TO PROVIDE LEGAL DEFENSE SERVICES FOR WORKER'S COMPENSATION MATTERS FOR THE CITY OF JERSEY CITY

WHEREAS, the City of Jersey City (City) is required to provide defense attorneys in worker's compensation court; and

WHEREAS, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, the City issued a Request for Qualifications for these services and is awarding the contract under the Fair and Open provisions of the Pay-to-Play Law, N.J.S.A. 1944A-20-4 et seq.; and

WHEREAS, Biancamano & DiStefano possesses the skills and expertise to perform these services; and

WHEREAS, Biancamano & DiStefano agrees to provide these services at the rate of \$1,500.00 per case with an option for approval of an additional \$1,500.00 if protracted litigation becomes necessary, for worker's compensation cases; and

WHEREAS, for a given matter, Biancamano & DiStefano shall submit an affidavit setting forth its time and services performed; and

WHEREAS, Biancamano & DiStefano has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, the resolution authorizing the award and the agreement itself must be available for public inspection; and

WHEREAS, funds are available for the costs of these services in **Account No.: 01-2-1-23-210-312.**



## TITLE:

**RESOLUTION AWARDING A PROFESSIONAL SERVICES AGREEMENT TO  
BIANCAMANO & DISTEFANO TO PROVIDE LEGAL DEFENSE SERVICES FOR  
WORKER'S COMPENSATION MATTERS FOR THE CITY OF JERSEY CITY**

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

1. A one year contract effective as of January 1, 2017 is awarded to Biancamano & DiStefano for a total amount not to exceed \$50,000.00.
2. The award of this contract is subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.
3. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution.
4. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.
5. The Mayor or Business Administrator is authorized to execute an agreement in substantially the form of the attached subject to such modifications as the Business Administrator or Corporation Counsel shall deem appropriate and necessary.
6. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance attached hereto and incorporated herein by reference shall be placed on file with this resolution.
7. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2017 fiscal year temporary budget shall be subject to the appropriation of sufficient funds in the 2017 fiscal year permanent budget.

I hereby certify that there are sufficient funds available in Account No.: 01-201-23-21-312 for the payment of this resolution. **Temporary Encumbrance \$15,000.00**

P.O. No.: 177382

Donna Mauer  
Donna Mauer, Chief Financial Officer

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

Business Administrator

Corporation Counsel

Certification Required ☒

Not Required ☐

**APPROVED 8-0**

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.11.17 |     |     |      |               |     |     |      |                |     |     |      |
|-------------------------------------------------|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON                                   | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON  | AYE | NAY | N.V. |
| GAJEWSKI                                        | ✓   |     |      | YUN           | ✓   |     |      | RIVERA         | ✓   |     |      |
| GADSDEN                                         | ✓   |     |      | OSBORNE       | ✓   |     |      | WATTERMANN     | ✓   |     |      |
| BOGGIANO                                        | ✓   |     |      |               |     |     |      | LAVARRO, PRES. | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr.  
Rolando R. Lavarro, Jr., President of Council

Robert Byrne  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

Resolution authorizing a professional services agreement with Biancamano & DiStefano to provide legal defense services of worker's compensation claims for the City of Jersey City.

**Project Manager**

|                            |                |                  |
|----------------------------|----------------|------------------|
| <b>Department/Division</b> | Administration | Risk Management  |
| <b>Name/Title</b>          | Matt Hogan     | Risk Manager     |
| <b>Phone/email</b>         | 201-547-5034   | matthew@icnj.org |

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Contract Purpose**

To provide defense counsel services for worker's compensation claims filed against the City of Jersey City.

**Cost (Identify all sources and amounts)**

\$50,000.00  
Risk Management / IFC: 01-201-23-210-312

**Contract term (include all proposed renewals)**

One (1) Year; effective 1/1/17 to 12/31/17

Type of award Fair & Open

If "Other Exception", enter type

**Additional Information**

Biancamano & DiStefano responded to the Law Department's Request for Qualifications. Biancamano & DiStefano is listed on the City's 9/14/2016 list of qualified firms for worker's compensation.

I certify that all the facts presented herein are accurate.

Signature of Division Director

Date

Signature of Department Director

Date

## AGREEMENT

This Agreement dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ between the **City of Jersey City**, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and the firm of **Biancamano & DiStefano** ("Special Counsel").

**WITNESSTH**, that in consideration of the mutual covenants set forth, the **City** and **Special Counsel** agree as follows:

### Scope of Agreement

**Special Counsel** is hereby retained as an independent contractor to represent the City of Jersey City in the defense of a portion of pending worker's compensation claim petitions filed against the City. **Special Counsel** shall be responsible for the scheduling of all permanency examinations in connection with each claim petition. The City's Office of Risk Management must first approve **Special Counsel's** choice of physician. If the Risk Manager does not approve the selection of physician, **Special Counsel** shall use the physician designated by the Risk Manager. **Special Counsel** shall also perform all clerical functions in connection with each claim petition filed. These functions shall be mutually agreeable between the City and **Special Counsel**.

### Consideration

A. For the above services, **Special Counsel** shall be compensated at a flat fee of **One Thousand Five Hundred Dollars (\$1,500)** per petition which will include up to two (2) court appearances. The City shall pay **Special Counsel** for additional appearances after the initial two (2) court appearances at a rate of **One Hundred Twenty-Five Dollars (\$125.00)** per hour for a maximum of an additional **One Thousand Five Hundred Dollars (\$1,500)**.

**Special Counsel** agrees that for the stipulated fee, it will represent the City on all referred worker's compensation claims until each is concluded, for a maximum fee of **Three Thousand Dollars (\$3,000)** per case.

The total amount of this agreement shall not exceed **Fifty Thousand Dollars (\$50,000)**.

B. **Special Counsel** shall provide a monthly statement for services rendered and the conclusion of each case to the Corporation Counsel. The statement of services shall specify in detail the time spent on these services.

C. The City does not agree to pay for the following disbursements unless specifically approved in advance for any specific matter by the City.

- word processing;
- secretaries' overtime, proofreading, placing or organizing documents in files;
- meals;
- first class air or rail travel, chauffeur driven limousines;
- hotel accommodations; and
- charges for use of conference rooms or office space.

Should the services of one or more other persons with **Special Counsel's** firm be deemed necessary and approved, the City expects that an appropriate number of attorneys and paralegals at all practice levels will be available for assignment to its matters so that matters can be handled in the most efficient manner possible. Further, the City expects that tasks will be performed by the appropriate level attorney (partner or associates) or paralegal. The City reserves the right to discuss with its outside counsel and approve the particular attorneys who will be assigned to work on each matter. The City also reserves the right to request the removal

of any attorney from the City's assignments for any reason.

The City does not agree to pay for excessive in-office consultants between attorneys or attorneys and paralegals, or for administrative meetings with associates and paralegals.

The City does not agree to pay for time spent educating lawyers as a result of the transfer or work between attorneys within the law firm unless approved by the City in advance. A complete or substantially complete transfer of work from an attorney having significant responsibility on a matter to another attorney or attorneys must be approved by the City.

#### **Assignment**

The services under this contract shall be performed exclusively by **Special Counsel** not by any other member of his firm. **Special Counsel** may assign work under this contract to another person within the firm only with the approval of the Corporation Counsel.

#### **Insurance**

The City will require a Certificate of Insurance prior to commencement of the agreement as follows:

- (a) proof of Worker's Compensation in the statutory amount;
- (b) General Liability of no less than \$1 Million per occurrence and \$2 Million in aggregate naming the City of Jersey City as an additional insured;
- (c) Umbrella/Excess Liability of at least \$1 Million on a follow form basis; and
- (d) Professional Liability of no less than \$2 Million per claim and in aggregate.

#### **New Jersey Business Registration Requirements**

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

#### **Special Provisions**

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event the **Special Counsel** shall be paid for services due up to the date of termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating therefrom. Unless sooner terminated or renewed this contract shall be one year commencing on the date the contract is executed by city officials.

#### **Affirmative Action Plan**

(A) If the contract exceeds \$40,000, it shall also be subject to the Affirmative Action

amendments to the "Law Against Discrimination", N.J.S.A. 10:5-31 et seq.

(B) This contract shall not become effective and special counsel shall provide no services under this contract until he or she has executed the following documents:

1. A supplemental Affirmative Action agreement pursuant to N.J.S.A. 10:5-21 et seq.
2. An Affirmative Action Employee Information Report (form AA-302) (for contracts which exceeds \$40,000).

These documents may be obtained from the department responsible for the administration of this contract. All of the terms and conditions are made part of this contract.

**City of Jersey City Contractor Pay-to-Play Reform Ordinance**

The contract will be awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 23, 2008. The Contractor, its subsidiaries, assigns or principals will be required to certify that they have neither made a reportable contribution in the one year period preceding the date that the City Council awards the contract that would be deemed to be a violation of Ordinance 08-128, nor will Contractor, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Ordinance 08-128.

**City of Jersey City Lobbyist Disclosure Ordinance**

This contract was awarded in accordance with the provisions of the City's Disclosure of Lobbyist Representative Status Ordinance §3-9.1 et seq. adopted on June 12, 2002. As such the undersigned does hereby attest that Contractor either did not retain the services of a lobbyist to lobby on behalf of the Contractor for the award of this contract, or if a lobbyist was retained by the Contractor for such purposes, the Contractor's lobbyist, prior to commencing his/her

lobbying activities, filed a notice of lobbyist representative status form with the City Clerk. Any Contractor whose lobbyist failed to comply with the provisions of Ordinance §3-9.1 et seq, following notice and an opportunity to be heard, shall be disqualified from entering into contracts with the City for a period of two (2) years for each violation.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

**Attest:**

**CITY OF JERSEY CITY**

---

Robert Byrne  
City Clerk

---

Robert Kakoleski  
Business Administrator

**Witness:**

**BIANCAMANO & DISTEFANO**



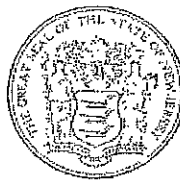


## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** BIANCAMANÒ & DISTEFANO, P.C.  
**Trade Name:**  
**Address:** EXECUTIVE PLZ 10 PARSONAGE RD 316  
EDISON, NJ 08817-6008  
**Certificate Number:** 0634086  
**Effective Date:** October 28, 1994  
**Date of Issuance:** November 05, 2015

**For Office Use Only:**

20151105103859597



## State of New Jersey

CHRIS CHRISTIE  
Governor  
KIM GUADAGNO  
Lt. Governor

DEPARTMENT OF THE TREASURY  
DIVISION OF PUBLIC CONTRACTS  
EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE  
P.O. BOX 209  
TRENTON, NJ 08625-0209

ANDREW P. SIDAMON-ERISTOFF  
State Treasurer

### ISSUANCE OF CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Enclosed is your Certificate of Employee Information Report (hereinafter referred to as the "State Certificate" and issued in accordance with the Employee Information Report (AA-302) form completed by a representative of your firm. Copies of this certificate should be distributed to all facilities of your company or firm using the same federal identification number and company name and who engage in bidding on public contracts in New Jersey. The original certificate should be retained by you for the duration of its effectiveness.

On future successful bids, you must present a photocopy of this certificate to the public agency awarding the contract after notification of the award but prior to execution of a goods and service or professional service contract. Failure to do so within the time limits prescribed may result in the awarded contract being rescinded in accordance with N.J.A.C. 17:27-4.3b.

Please be advised that this certificate has been approved only for the time periods stated on the certificate. As early as ninety (90) days prior to its expiration, this Division will forward a renewal notification. Upon receipt of a properly completed renewal application, the renewal certificate will be issued. In addition, representatives of this Division may conduct periodic visits and/or request additional information to monitor and evaluate the continued equal employment status of your organization. Moreover, this Division may provide your organization with technical assistance, as required. Please be sure to notify this Division immediately if your company's federal identification number, name or address changes.

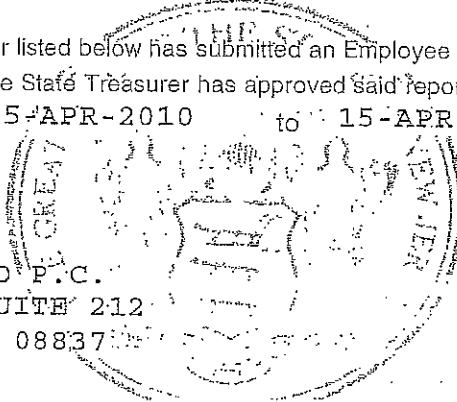
If you have any questions, please call (609) 292-5473 and a representative will be available to assist you.

Certification 35336

### CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-APR-2010 to 15-APR-2017

BIANCAMANO & DISTEFANO P.C.  
10 PARSONAGE ROAD SUITE 212  
EDISON NJ 08837



Andrew P. Sidamon-Eristoff

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY  
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED ON  
SEPTEMBER 3, 2008**

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Biancamano & Di Stefano P.C. has not made any reportable contributions in the \*\*one-year period preceding \_\_\_\_\_ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Biancamano & Di Stefano P.C. will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Biancamano & Di Stefano P.C.

Signed \_\_\_\_\_ Title: managing partner

Print Name: Joseph V. Biancamano Date: \_\_\_\_\_

Subscribed and sworn before me  
this day 23 of, 2016.

My Commission expires: 3/28/20

Mary Beth Nagy

(Affiant)

(Print name & title of affiant) (Corporate Seal)

**MARY B NAGY**  
ID # 50451  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
My Commission Expires March 28, 2020

\*\*Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.

**DIVISION OF PURCHASING**  
**MINORITY/WOMAN BUSINESS ENTERPRISE (MWBE)**  
**Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

COMPANY: BIANCAMANO & DI STEFANO, P.C.

SIGNATURE: \_\_\_\_\_

Title PARTNER

PRINT NAME: JOSEPH V. BIANCAMANO

Dated: \_\_\_\_\_

7/12/2014

TELEPHONE: 732-549-0220

Please check applicable category:

☐ Minority Owned

☐ Minority & Woman Owned

☐ Woman Owned

☒ Neither

**Definition of Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

## EXHIBIT A

### MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27

#### GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies that he/she received, read, and is aware of the commitment to comply with:

N.J.S.A. 10:5-31 and N.J.A.C. 17:27  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
Goods, Professional Services and General Service Contracts  
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): JOSEPH V. BIANCAMANO, PRESIDENT

Representative's Signature: \_\_\_\_\_

Name of Company: \_\_\_\_\_

BIANCAMANO & DI STEFANO, P.C.

Tel. No.: 732-549-0220

Date: \_\_\_\_\_

7/12/2016

**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The contractor and the law firm of BIANCAMANO & DI STEFANO, P.C., (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 *et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract.

In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act.

In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act.

The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation.

The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement.

Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title (Print): JOSEPH V. BIANCAMANO, PRESIDENT

Representative's Signature: \_\_\_\_\_

Name of Company: \_\_\_\_\_

BIANCAMANO & DI STEFANO, P.C.

Tel. No.: 732-549-0220

Date: 7/12/2016

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-018  
Agenda No. 10.M  
Approved: JAN 11 2017  
TITLE:



## RESOLUTION AWARDING A PROFESSIONAL SERVICES AGREEMENT TO FLORIO KENNY RAVAL, LLP TO PROVIDE LEGAL DEFENSE SERVICES FOR WORKER'S COMPENSATION MATTERS FOR THE CITY OF JERSEY CITY

WHEREAS, the City of Jersey City (City) is required to provide defense attorneys in worker's compensation court; and

WHEREAS, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, the City issued a Request for Qualifications for these services and is awarding the contract under the Fair and Open provisions of the Pay-to-Play Law, N.J.S.A. 1944A-20-4 et seq.; and

WHEREAS, Florio Kenny Raval, LLP possesses the skills and expertise to perform these services; and

WHEREAS, Florio Kenny Raval, LLP agrees to provide these services at the rate of \$1,500.00 per case with an option for approval of an additional \$1,500.00 if protracted litigation becomes necessary, for worker's compensation cases; and

WHEREAS, for a given matter, Florio Kenny Raval, LLP shall submit an affidavit setting forth its time and services performed; and

WHEREAS, Florio Kenny Raval, LLP has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, the resolution authorizing the award and the agreement itself must be available for public inspection; and

WHEREAS, funds are available for the costs of these services in **Account No.: 01-2-1-23-210-312.**



TITLE:

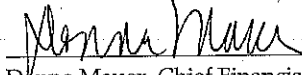
**RESOLUTION AWARDING A PROFESSIONAL SERVICES AGREEMENT TO FLORIO KENNY RAVAL, LLP TO PROVIDE LEGAL DEFENSE SERVICES FOR WORKER'S COMPENSATION MATTERS FOR THE CITY OF JERSEY CITY**

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

1. A one year contract effective as of January 1, 2017 is awarded to Florio Kenny Raval, LLP for a total amount not to exceed \$50,000.00.
2. The award of this contract is subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.
3. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution.
4. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.
5. The Mayor or Business Administrator is authorized to execute an agreement in substantially the form of the attached subject to such modifications as the Business Administrator or Corporation Counsel shall deem appropriate and necessary.
6. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance attached hereto and incorporated herein by reference shall be placed on file with this resolution.
7. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2017 fiscal year temporary budget shall be subject to the appropriation of sufficient funds in the 2017 fiscal year permanent budget.

I hereby certify that there are sufficient funds available in Account No.: 01-201-23-21-312 for the payment of this resolution. Temporary Encumbrance \$15,000.00

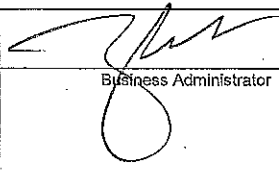
P.O. No.: 177330

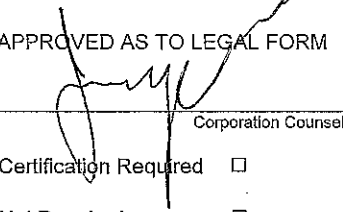
  
Donna Maurer, Chief Financial Officer

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

  
Business Administrator

  
Corporation Counsel

Certification Required ☐

Not Required ☐

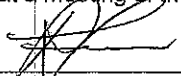
**APPROVED 8-0**

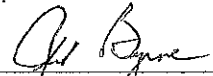
| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.11.17 |     |     |      |               |     |     |      |                |     |     |      |
|-------------------------------------------------|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON                                   | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON  | AYE | NAY | N.V. |
| GAJEWSKI                                        | ✓   |     |      | YUN           | ✓   |     |      | RIVERA         | ✓   |     |      |
| GADSDEN                                         | ✓   |     |      | OSBORNE       | ✓   |     |      | WATTERMANN     | ✓   |     |      |
| BOGGIANO                                        | ✓   |     |      |               |     |     |      | LAVARRO, PRES. | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

  
Rolando R. Lavarro, Jr., President of Council

  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

Resolution authorizing a professional services agreement with Florio Kenny Raval, LLP to provide legal defense services of worker's compensation claims for the City of Jersey City.

**Project Manager**

|                            |                |                                                        |
|----------------------------|----------------|--------------------------------------------------------|
| <b>Department/Division</b> | Administration | Risk Management                                        |
| <b>Name/Title</b>          | Matt Hogan     | Risk Manager                                           |
| <b>Phone/email</b>         | 201-547-5034   | <a href="mailto:matthew@jcnj.org">matthew@jcnj.org</a> |

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Contract Purpose**

To provide defense counsel services for worker's compensation claims filed against the former Jersey City Incinerator Authority.

**Cost (Identify all sources and amounts)**

\$50,000.00  
Risk Management / IFC: 01-201-23-210-312

**Contract term (include all proposed renewals)**

One (1) Year; effective 1/1/17 to 12/31/17

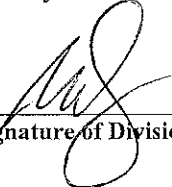
Type of award

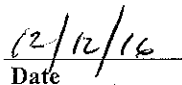
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**Additional Information**

Florio Kenny Raval, LLP responded to the Law Department's Request for Qualifications. Florio Kenny Raval, LLP is listed on the City's 9/14/2016 list of qualified firms for worker's compensation.

I certify that all the facts presented herein are accurate.

  
\_\_\_\_\_  
Signature of Division Director

  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Department Director

\_\_\_\_\_  
Date

## AGREEMENT

This Agreement dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ between the City of Jersey City, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and the firm of Florio Kenny Raval, LLP ("Special Counsel").

WITNESSTH, that in consideration of the mutual covenants set forth, the City and Special Counsel agree as follows:

### Scope of Agreement

Special Counsel is hereby retained as an independent contractor to represent the City of Jersey City in the defense of a portion of pending worker's compensation claim petitions filed against the City. Special Counsel shall be responsible for the scheduling of all permanency examinations in connection with each claim petition. The City's Office of Risk Management must first approve Special Counsel's choice of physician. If the Risk Manager does not approve the selection of physician, Special Counsel shall use the physician designated by the Risk Manager. Special Counsel shall also perform all clerical functions in connection with each claim petition filed. These functions shall be mutually agreeable between the City and Special Counsel.

### Consideration

A. For the above services, Special Counsel shall be compensated at a flat fee of One Thousand Five Hundred Dollars (\$1,500) per petition which will include up to two (2) court appearances. The City shall pay Special Counsel for additional appearances after the initial two (2) court appearances at a rate of One Hundred Twenty-Five Dollars (\$125.00) per hour for a maximum of an additional One Thousand Five Hundred Dollars (\$1,500).

**Special Counsel** agrees that for the stipulated fee, it will represent the City on all referred worker's compensation claims until each is concluded, for a maximum fee of **Three Thousand Dollars (\$3,000)** per case.

The total amount of this agreement shall not exceed **Fifty Thousand Dollars (\$50,000)**.

B. **Special Counsel** shall provide a monthly statement for services rendered and the conclusion of each case to the Corporation Counsel. The statement of services shall specify in detail the time spent on these services.

C. The City does not agree to pay for the following disbursements unless specifically approved in advance for any specific matter by the City.

- word processing;
- secretaries' overtime, proofreading, placing or organizing documents in files;
- meals;
- first class air or rail travel, chauffeur driven limousines;
- hotel accommodations; and
- charges for use of conference rooms or office space.

Should the services of one or more other persons with **Special Counsel's** firm be deemed necessary and approved, the City expects that an appropriate number of attorneys and paralegals at all practice levels will be available for assignment to its matters so that matters can be handled in the most efficient manner possible. Further, the City expects that tasks will be performed by the appropriate level attorney (partner or associates) or paralegal. The City reserves the right to discuss with its outside counsel and approve the particular attorneys who will be assigned to work on each matter. The City also reserves the right to request the removal

of any attorney from the City's assignments for any reason.

The City does not agree to pay for excessive in-office consultants between attorneys or attorneys and paralegals, or for administrative meetings with associates and paralegals.

The City does not agree to pay for time spent educating lawyers as a result of the transfer or work between attorneys within the law firm unless approved by the City in advance. A complete or substantially complete transfer of work from an attorney having significant responsibility on a matter to another attorney or attorneys must be approved by the City.

#### Assignment

The services under this contract shall be performed exclusively by **Special Counsel** not by any other member of his firm. **Special Counsel** may assign work under this contract to another person within the firm only with the approval of the Corporation Counsel.

#### Insurance

The City will require a Certificate of Insurance prior to commencement of the agreement as follows:

- (a) proof of Worker's Compensation in the statutory amount;
- (b) General Liability of no less than \$1 Million per occurrence and \$2 Million in aggregate naming the City of Jersey City as an additional insured;
- (c) Umbrella/Excess Liability of at least \$1 Million on a follow form basis; and
- (d) Professional Liability of no less than \$2 Million per claim and in aggregate.

#### New Jersey Business Registration Requirements

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

#### **Special Provisions**

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event the **Special Counsel** shall be paid for services due up to the date of termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating therefrom. Unless sooner terminated or renewed this contract shall be one year commencing on the date the contract is executed by city officials.

#### **Affirmative Action Plan**

(A) If the contract exceeds \$40,000, it shall also be subject to the Affirmative Action

amendments to the "Law Against Discrimination", N.J.S.A. 10:5-31 et seq.

(B) This contract shall not become effective and special counsel shall provide no services under this contract until he or she has executed the following documents:

1. A supplemental Affirmative Action agreement pursuant to N.J.S.A. 10:5-21 et seq.
2. An Affirmative Action Employee Information Report (form AA-302) (for contracts which exceeds \$40,000).

These documents may be obtained from the department responsible for the administration of this contract. All of the terms and conditions are made part of this contract.

**City of Jersey City Contractor Pay-to-Play Reform Ordinance**

The contract will be awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 23, 2008. The Contractor, its subsidiaries, assigns or principals will be required to certify that they have neither made a reportable contribution in the one year period preceding the date that the City Council awards the contract that would be deemed to be a violation of Ordinance 08-128, nor will Contractor, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Ordinance 08-128.

**City of Jersey City Lobbyist Disclosure Ordinance**

This contract was awarded in accordance with the provisions of the City's Disclosure of Lobbyist Representative Status Ordinance §3-9.1 et seq. adopted on June 12, 2002. As such the undersigned does hereby attest that Contractor either did not retain the services of a lobbyist to lobby on behalf of the Contractor for the award of this contract, or if a lobbyist was retained by the Contractor for such purposes, the Contractor's lobbyist, prior to commencing his/her

lobbying activities, filed a notice of lobbyist representative status form with the City Clerk. Any Contractor whose lobbyist failed to comply with the provisions of Ordinance §3-9.1 et seq, following notice and an opportunity to be heard, shall be disqualified from entering into contracts with the City for a period of two (2) years for each violation.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

**Attest:**

**CITY OF JERSEY CITY**

\_\_\_\_\_  
Robert Byrne  
City Clerk

\_\_\_\_\_  
Robert Kakoleski  
Business Administrator

**Witness:**

**FLORIO KENNY RAVAL, LLP**

\_\_\_\_\_

\_\_\_\_\_



STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

Employer Name: FLORES & KENNE  
Trade Name:  
Address: 5 MARINE VIEW PLAZA SUITE 103  
HOBOKEN, NJ 07030  
Certificate Number: 1179768  
Effective Date: September 19, 2005  
Date of Issuance: August 25, 2011

For Office Use Only:  
#10825104121368

(REVISED 4/13)

**EXHIBIT A**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)  
N.J.A.C. 17:27

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

## EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employer Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A  
N.J.S.A. 10:5-31 and N.J.A.C. 17:27  
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
Goods, Professional Services and General Service Contracts  
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Edward J. Florio Senior Partner

Representative's Signature: \_\_\_\_\_

Name of Company: Florio•Kenny•Raval, L.L.P.

Tel. No.: 201-659-8011

Date: 7/5/16

## Item L. Certification of Compliance (Ord. 08-128)

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY  
CITY CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128  
ADOPTED ON SEPTEMBER 3, 2008**

## PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Florio•Kenny•Raval, L.L.P. (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding 7/30/16 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Florio•Kenny•Raval, L.L.P. (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

## PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity will be liable for any penalty permitted under law.

Name of Business Entity:

Signed \_\_\_\_\_  
Print Name Edward J. Florio

Title: Senior Partner  
Date: 7/5/16

Subscribed and sworn before me  
this 5th day of July, 2016.  
My Commission expires:

**JAMIE M MOLESKY**  
ID # 50012423  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
My Commission Expires March 19, 2020

(Affiant)  
(Print name & title of affiant) Jamie M Molesky (Corporate Seal)

\*\*Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.

## Item F. Americans with Disabilities Act

**APPENDIX A**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
 Equal Opportunity for Individuals with Disability

The contractor and the law office of Florio•Kenny•Raval, L.L.P. (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during its performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Edward J. Florio

Representative's Signature: \_\_\_\_\_

Name of Company: Florio•Kenny•Raval, L.L.P.

Cell No.: 201-659-8011

Date: 7/5/16

## Item G. MWBE Questionnaire (2 Copies)

Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Florio•Kenny•Raval, L.L.P.  
Address : 5 Marine View Plaza, Suite 103, Hoboken, NJ 07030  
Telephone No. : 201-659-8011  
Contact Name : Edward J. Florio

Please check applicable category :

☐ Minority Owned Business (MBE)      ☐ Minority & Woman Owned Business (MWBE)  
☐ Woman Owned business (WBE)      ☒ Neither

## Definitions

## Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

## Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

OFFICE OF EQUAL OPPORTUNITY COPY

# CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15 AUG 2021 TO 15 AUG 2021.



LORTO & KENNY L.L.P.  
MARINE VIEW PLAZA  
DEOKEN NJ 07030

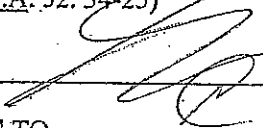
  
Andrew P. Sidamon-Eristoff  
State Treasurer

## Item A. Non-Collusion Affidavit

STATE OF NEW JERSEY  
CITY OF JERSEY CITY ss:I certify that I am Senior Partnerof the firm of Florio-Kenny-Raval, L.L.P.

the bidder making the proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Jersey City relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by (N.J.S.A. 52: 34-25)

(Signature of respondent) SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY July 5, OF 2016(TYPE OR PRINT NAME OF  
AFFILIANT UNDER SIGNATURE)  
**JAMIE M MOLESKY**NOTARY PUBLIC OF ID # 50012423  
MY COMMISSION EXPIRES: 20 NOTARY PUBLIC  
STATE OF NEW JERSEY  
My Commission Expires March 19, 2020

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).



**Item B. Public Disclosure Information**

Chapter 33 of the Public Laws of 1977 provides that no Corporation or Partnership shall be awarded any State, City, Municipal or Schools District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a public disclosure information statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

**PLEASE UTILIZE SEPARATE SHEET WITH HEADINGS IF NECESSARY**

**STOCKHOLDERS:**

| Name                  | Address                             | % Owned |
|-----------------------|-------------------------------------|---------|
| Edward J. Florio      | 28 Wilber Terrace, Bloomfield, NJ   | 33.3%   |
| Bernard F. Kenny, Jr. | 1022 Bloomfield Street, Hoboken, NJ | 33.3%   |
| Nita G. Raval         | 67 13th Avenue, Elmwood Park, NJ    | 33.3%   |
|                       |                                     |         |
|                       |                                     |         |

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

Senior Partner

SUBSCRIBED

AND SWORN TO

BEFORE ME THIS DAY OF July 5, 2016  
(TYPE OR PRINT NAME OF  
AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF

MY COMMISSION EXPIRES: 20\_\_\_\_.

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED  
WITH THIS PROPOSAL).

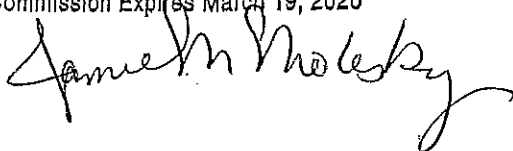
**JAMIE M MOLESKY**

ID # 50012423

NOTARY PUBLIC

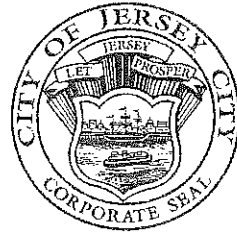
STATE OF NEW JERSEY

My Commission Expires March 19, 2020



# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-019  
Agenda No. 10.N  
Approved: JAN 11 2017  
TITLE:



## RESOLUTION AWARDING A PROFESSIONAL SERVICES AGREEMENT TO CHASAN, LEYNER & LAMPARELLO TO PROVIDE LEGAL DEFENSE SERVICES FOR WORKER'S COMPENSATION MATTERS FOR THE CITY OF JERSEY CITY

WHEREAS, the City of Jersey City (City) is required to provide defense attorneys in worker's compensation court; and

WHEREAS, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, the City issued a Request for Qualifications for these services and is awarding the contract under the Fair and Open provisions of the Pay-to-Play Law, N.J.S.A. 1944A-20-4 et seq.; and

WHEREAS, Chasan, Leyner & Lamparello possesses the skills and expertise to perform these services; and

WHEREAS, Chasan, Leyner & Lamparello agrees to provide these services at the rate of \$1,500.00 per case with an option for approval of an additional \$1,500.00 if protracted litigation becomes necessary, for worker's compensation cases; and

WHEREAS, for a given matter, Chasan, Leyner & Lamparello shall submit an affidavit setting forth its time and services performed; and

WHEREAS, Chasan, Leyner & Lamparello has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, the resolution authorizing the award and the agreement itself must be available for public inspection; and

WHEREAS, funds are available for the costs of these services in Account No.: 01-2-1-23-210-312.

City Clerk File No. Res. 17-019Agenda No. 10-N JAN 11 2017

TITLE:

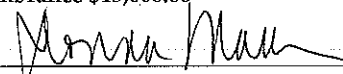
**RESOLUTION AWARDING A PROFESSIONAL SERVICES AGREEMENT TO CHASAN, LEYNER & LAMPARELLO TO PROVIDE LEGAL DEFENSE SERVICES FOR WORKER'S COMPENSATION MATTERS FOR THE CITY OF JERSEY CITY**

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

1. A one year contract effective as of January 1, 2017 is awarded to Chasan, Leyner & Lamparello for a total amount not to exceed \$50,000.00.
2. The award of this contract is subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.
3. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution.
4. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.
5. The Mayor or Business Administrator is authorized to execute an agreement in substantially the form of the attached subject to such modifications as the Business Administrator or Corporation Counsel shall deem appropriate and necessary.
6. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance attached hereto and incorporated herein by reference shall be placed on file with this resolution.
7. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2017 fiscal year temporary budget shall be subject to the appropriation of sufficient funds in the 2017 fiscal year permanent budget.

I hereby certify that there are sufficient funds available in Account No.: 01-201-23-21312 for the payment of this resolution. Temporary Encumbrance \$15,000.00

P.O. No.: 177373

  
Donna Mauer, Chief Financial Officer

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐Not Required ☐


APPROVED 8-0

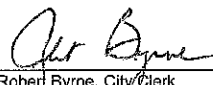
| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.11.17 |     |     |      |               |     |     |      |               |     |     |      |
|-------------------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON                                   | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| GAJEWSKI                                        | ✓   |     |      | YUN           | ✓   |     |      | RIVERA        | ✓   |     |      |
| GADSDEN                                         | ✓   |     |      | OSBORNE       | ✓   |     |      | WATTERMANN    | ✓   |     |      |
| BOGGIANO                                        | ✓   |     |      |               |     |     |      | LAVARRO, PRES | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

  
Rolando R. Lavarro, Jr., President of Council

  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

Resolution authorizing a professional services agreement with Chasan Leyner & Lamparello to provide legal defense services of worker's compensation claims for the City of Jersey City.

**Project Manager**

|                            |                |                                                        |
|----------------------------|----------------|--------------------------------------------------------|
| <b>Department/Division</b> | Administration | Risk Management                                        |
| <b>Name/Title</b>          | Matt Hogan     | Risk Manager                                           |
| <b>Phone/email</b>         | 201-547-5034   | <a href="mailto:matthew@jcnj.org">matthew@jcnj.org</a> |

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Contract Purpose**

To provide defense counsel services for worker's compensation claims filed against the City of Jersey City.

**Cost (Identify all sources and amounts)**

\$50,000.00  
Risk Management / IFC: 01-201-23-210-312

**Contract term (include all proposed renewals)**

One (1) Year; effective 1/1/17 to 12/31/17

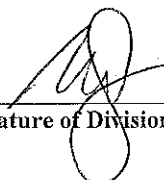
Type of award

If "Other Exception", enter type

**Additional Information**

Chasan Leyner & Lamparello responded to the Law Department's Request for Qualifications. Chasan Lerner & Lamparello is listed on the City's 9/14/2016 list of qualified firms for worker's compensation.

I certify that all the facts presented herein are accurate.

  
\_\_\_\_\_  
Signature of Division Director

1/5/17  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Department Director

\_\_\_\_\_  
Date

## AGREEMENT

This **Agreement** dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ between the **City of Jersey City**, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and the firm of **Chasan, Leyner & Lamparello** ("Special Counsel").

**WITNESSTH**, that in consideration of the mutual covenants set forth, the **City** and **Special Counsel** agree as follows:

### Scope of Agreement

**Special Counsel** is hereby retained as an independent contractor to represent the City of Jersey City in the defense of a portion of pending worker's compensation claim petitions filed against the City. **Special Counsel** shall be responsible for the scheduling of all permanency examinations in connection with each claim petition. The City's Office of Risk Management must first approve **Special Counsel's** choice of physician. If the Risk Manager does not approve the selection of physician, **Special Counsel** shall use the physician designated by the Risk Manager. **Special Counsel** shall also perform all clerical functions in connection with each claim petition filed. These functions shall be mutually agreeable between the City and **Special Counsel**.

### Consideration

A. For the above services, **Special Counsel** shall be compensated at a flat fee of **One Thousand Five Hundred Dollars (\$1,500)** per petition which will include up to two (2) court appearances. The City shall pay **Special Counsel** for additional appearances after the initial two (2) court appearances at a rate of **One Hundred Twenty-Five Dollars (\$125.00)** per hour for a maximum of an additional **One Thousand Five Hundred Dollars (\$1,500)**.

Special Counsel agrees that for the stipulated fee, it will represent the City on all referred worker's compensation claims until each is concluded, for a maximum fee of **Three Thousand Dollars (\$3,000)** per case.

The total amount of this agreement shall not exceed **Fifty Thousand Dollars (\$50,000)**.

B. Special Counsel shall provide a monthly statement for services rendered and the conclusion of each case to the Corporation Counsel. The statement of services shall specify in detail the time spent on these services.

C. The City does not agree to pay for the following disbursements unless specifically approved in advance for any specific matter by the City.

- word processing;
- secretaries' overtime, proofreading, placing or organizing documents in files;
- meals;
- first class air or rail travel, chauffeur driven limousines;
- hotel accommodations; and
- charges for use of conference rooms or office space.

Should the services of one or more other persons with Special Counsel's firm be deemed necessary and approved, the City expects that an appropriate number of attorneys and paralegals at all practice levels will be available for assignment to its matters so that matters can be handled in the most efficient manner possible. Further, the City expects that tasks will be performed by the appropriate level attorney (partner or associates) or paralegal. The City reserves the right to discuss with its outside counsel and approve the particular attorneys who will be assigned to work on each matter. The City also reserves the right to request the removal

of any attorney from the City's assignments for any reason.

The City does not agree to pay for excessive in-office consultants between attorneys or attorneys and paralegals, or for administrative meetings with associates and paralegals.

The City does not agree to pay for time spent educating lawyers as a result of the transfer or work between attorneys within the law firm unless approved by the City in advance. A complete or substantially complete transfer of work from an attorney having significant responsibility on a matter to another attorney or attorneys must be approved by the City.

#### Assignment

The services under this contract shall be performed exclusively by **Special Counsel** not by any other member of his firm. **Special Counsel** may assign work under this contract to another person within the firm only with the approval of the Corporation Counsel.

#### Insurance

The City will require a Certificate of Insurance prior to commencement of the agreement as follows:

- (a) proof of Worker's Compensation in the statutory amount;
- (b) General Liability of no less than \$1 Million per occurrence and \$2 Million in aggregate naming the City of Jersey City as an additional insured;
- (c) Umbrella/Excess Liability of at least \$1 Million on a follow form basis; and
- (d) Professional Liability of no less than \$2 Million per claim and in aggregate.

#### New Jersey Business Registration Requirements

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

#### **Special Provisions**

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event the **Special Counsel** shall be paid for services due up to the date of termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating therefrom. Unless sooner terminated or renewed this contract shall be one year commencing on the date the contract is executed by city officials.

#### **Affirmative Action Plan**

(A) If the contract exceeds \$40,000, it shall also be subject to the Affirmative Action



amendments to the "Law Against Discrimination", N.J.S.A. 10:5-31 et seq.

(B) This contract shall not become effective and special counsel shall provide no services under this contract until he or she has executed the following documents:

1. A supplemental Affirmative Action agreement pursuant to N.J.S.A. 10:5-21 et seq.
2. An Affirmative Action Employee Information Report (form AA-302) (for contracts which exceeds \$40,000).

These documents may be obtained from the department responsible for the administration of this contract. All of the terms and conditions are made part of this contract.

**City of Jersey City Contractor Pay-to-Play Reform Ordinance**

The contract will be awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 23, 2008. The Contractor, its subsidiaries, assigns or principals will be required to certify that they have neither made a reportable contribution in the one year period preceding the date that the City Council awards the contract that would be deemed to be a violation of Ordinance 08-128, nor will Contractor, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Ordinance 08-128.

**City of Jersey City Lobbyist Disclosure Ordinance**

This contract was awarded in accordance with the provisions of the City's Disclosure of Lobbyist Representative Status Ordinance §3-9.1 et seq. adopted on June 12, 2002. As such the undersigned does hereby attest that Contractor either did not retain the services of a lobbyist to lobby on behalf of the Contractor for the award of this contract, or if a lobbyist was retained by the Contractor for such purposes, the Contractor's lobbyist, prior to commencing his/her

lobbying activities, filed a notice of lobbyist representative status form with the City Clerk. Any Contractor whose lobbyist failed to comply with the provisions of Ordinance §3-9.1 et seq, following notice and an opportunity to be heard, shall be disqualified from entering into contracts with the City for a period of two (2) years for each violation.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

**Attest:**

**CITY OF JERSEY CITY**

---

Robert Byrne  
City Clerk

---

Robert Kakoleski  
Business Administrator

**Witness:**

**CHASAN, LEYNER &  
LAMPARELLO**

01/21/05

Taxpayer Identification# 221-933-096/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-1730.

I wish you continued success in your business endeavors.

Sincerely,

*John E. Tully*  
John E. Tully, CPA  
Director

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, NJ 08646-0252

TAXPAYER NAME:

CHASAN LEYNER & LAMPARELLO, PC

ADDRESS:

300 HARMON MEADOW BLVD  
SECAUCUS NJ 07094-3621

EFFECTIVE DATE:

06/23/71

TRADE NAME:

SEQUENCE NUMBER:

0065175

ISSUANCE DATE:

01/21/05

FORM-BRC(08-01)

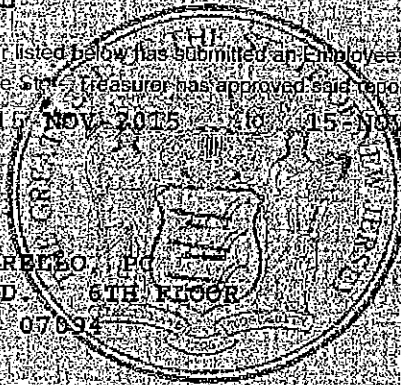
This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

Certification 15710

# **CERTIFICATE OF EMPLOYEE INFORMATION REPORT (RENEWAL)**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-11 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15 NOV-2015 to 15 NOV-2018

**CHASAN LEYNER & LAMPARELLO, PC**  
**300 HARMON MEADOW BLVD. 6TH FLOOR**  
**SECAUCUS NJ 07094**



*Robert A. Romano*

Robert A. Romano  
Acting State Treasurer

Item L. Certification of Compliance (Ord. 08-128)

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY  
CITY CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128  
ADOPTED ON SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Chasan Leyner & Lamparello, PC (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding July 20, 2016 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Chasan Leyner & Lamparello, PC (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity will be liable for any penalty permitted under law.

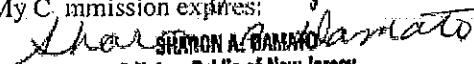
Name of Business Entity:

Signed   
Print Name Ralph J. Lamparello, Esq.

Title: President, CEO, and Managing Partner

Date: 7/18/16

Subscribed and sworn before me  
this 18 day of July, 2016.  
My Commission expires:

  
SHARON A. BIAMATO  
A Notary Public of New Jersey  
My Commission Expires September 15, 2020

(Affiant)

(Print name & title of affiant)

(Corporate Seal)

\*\*Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.

**Item G. MWBE Questionnaire (2 Copies)**

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Chasan Leyner & Lamparello, PC  
Address : 300 Harmon Meadow Boulevard, Secaucus, NJ 07094  
Telephone No. : (201) 348-6000  
Contact Name : Ralph J. Lamparello, Esq.

Please check applicable category :

☐ Minority Owned Business (MBE) ☐ Minority & Woman Owned Business (MWBE)  
☐ Woman Owned business (WBE) ☒ Neither

**Definitions  
Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**OFFICE OF EQUAL OPPORTUNITY COPY**

(REVISED 4/13)

EXHIBIT A  
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)  
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

**EXHIBIT A (Continuation)**

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

**EXHIBIT A**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**Goods, Professional Services and General Service Contracts**  
**(Mandatory Affirmative Action Language)**

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Ralph J. Lamparello, Esq., President, CEO, and Managing Partner

Representative's Signature: 

Name of Company: Chasan Leyner & Lamparello, PC

Tel. No.: 201-348-6000

Date: 7/19/16



## Item F. Americans with Disabilities Act

### APPENDIX A AMERICANS WITH DISABILITIES ACT OF 1990 Equal Opportunity for Individuals with Disability

The contractor and the Firm of Chasan Leyner & Lamparello, PC (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title: Pratt, Ralph J. Lamparello, Esq., President, CEO, and Managing Partner

Representative's Signature: [Signature]

Name of Company: Chasan Leyner & Lamparello, PC

Tel. No.: 201-348-6000

Date: 7/10/16

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-020  
Agenda No. 10.0  
Approved: JAN 11 2017  
TITLE:



## RESOLUTION AWARDING A PROFESSIONAL SERVICES AGREEMENT TO NETCHERT, DINEEN & HILLMANN TO PROVIDE LEGAL DEFENSE SERVICES FOR WORKER'S COMPENSATION MATTERS FOR THE CITY OF JERSEY CITY

WHEREAS, the City of Jersey City (City) is required to provide defense attorneys in worker's compensation court; and

WHEREAS, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, the City issued a Request for Qualifications for these services and is awarding the contract under the Fair and Open provisions of the Pay-to-Play Law, N.J.S.A. 1944A-20-4 et seq.; and

WHEREAS, Netchert, Dineen & Hillmann possesses the skills and expertise to perform these services; and

WHEREAS, Netchert, Dineen & Hillmann agrees to provide these services at the rate of \$1,500.00 per case with an option for approval of an additional \$1,500.00 if protracted litigation becomes necessary, for worker's compensation cases; and

WHEREAS, for a given matter, Netchert, Dineen & Hillmann shall submit an affidavit setting forth its time and services performed; and

WHEREAS, Netchert, Dineen & Hillmann has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, the resolution authorizing the award and the agreement itself must be available for public inspection; and

WHEREAS, funds are available for the costs of these services in Account No.: 01-201-23-210-312.

City Clerk File No. Res. 17-020  
 Agenda No. 10.0 JAN 11 2017

TITLE:

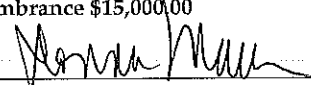
**RESOLUTION AWARDING A PROFESSIONAL SERVICES AGREEMENT TO  
 NETCHERT, DINEEN & HILLMANN TO PROVIDE LEGAL DEFENSE SERVICES FOR  
 WORKER'S COMPENSATION MATTERS FOR THE CITY OF JERSEY CITY**

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

1. A one year contract effective as of January 1, 2017 is awarded to Netchert, Dineen & Hillmann for a total amount not to exceed \$50,000.00.
2. The award of this contract is subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.
3. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution.
4. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.
5. The Mayor or Business Administrator is authorized to execute an agreement in substantially the form of the attached subject to such modifications as the Business Administrator or Corporation Counsel shall deem appropriate and necessary.
6. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance attached hereto and incorporated herein by reference shall be placed on file with this resolution
7. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2017 fiscal year temporary budget shall be subject to the appropriation of sufficient funds in the 2017 fiscal year permanent budget.

I hereby certify that there are sufficient funds available in **Account No.: 01-201-23-210312** for the payment of this resolution. **Temporary Encumbrance \$15,000.00**

P.O. No.: 177498

  
 Donna Mauer, Chief Financial Officer

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

Business Administrator

Corporation Counsel

Certification Required ☒Not Required ☐


APPROVED 8-0

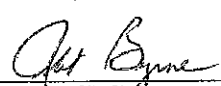
| RECORD OF COUNCIL VOTE ON FINAL PASSAGE <u>1.11.17</u> |     |     |      |               |     |     |      |                |     |     |      |
|--------------------------------------------------------|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON                                          | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON  | AYE | NAY | N.V. |
| GAJEWSKI                                               | ✓   |     |      | YUN           | ✓   |     |      | RIVERA         | ✓   |     |      |
| GADSDEN                                                | ✓   |     |      | OSBORNE       | ✓   |     |      | WATTERMANN     | ✓   |     |      |
| BOGGIANO                                               | ✓   |     |      |               |     |     |      | LAVARRO, PRES. | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

  
 Rolando R. Lavarro, Jr., President of Council

  
 Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

Resolution authorizing a professional services agreement with Netchert, Dineen & Hillmann to provide legal defense services of worker's compensation claims for the City of Jersey City.

**Project Manager**

|                     |                |                  |
|---------------------|----------------|------------------|
| Department/Division | Administration | Risk Management  |
| Name/Title          | Matt Hogan     | Risk Manager     |
| Phone/email         | 201-547-5034   | matthew@icnj.org |

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Contract Purpose**

To provide defense counsel services for worker's compensation claims filed against the City of Jersey City.

**Cost (Identify all sources and amounts)**

\$50,000.00  
Risk Management / IFC: 01-201-23-210-312

**Contract term (include all proposed renewals)**

One (1) Year; effective 1/1/17 to 12/31/17

Type of award Fair & Open

If "Other Exception", enter type


**Additional Information**

Netchert, Dineen & Hillmann responded to the Law Department's Request for Qualifications. Netchert, Dineen & Hillmann is listed on the City's 9/14/2016 list of qualified firms for worker's compensation.

I certify that all the facts presented herein are accurate.

  
\_\_\_\_\_  
Signature of Division Director

12/12/16  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature of Department Director

1/4/17  
\_\_\_\_\_  
Date

## AGREEMENT

This Agreement dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between the **City of Jersey City**, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and the firm of **Netchert, Dineen & Hillmann** ("Special Counsel").

WITNESSTH, that in consideration of the mutual covenants set forth, the **City** and **Special Counsel** agree as follows:

### Scope of Agreement

**Special Counsel** is hereby retained as an independent contractor to represent the City of Jersey City in the defense of a portion of pending worker's compensation claim petitions filed against the City. **Special Counsel** shall be responsible for the scheduling of all permanency examinations in connection with each claim petition. The City's Office of Risk Management must first approve **Special Counsel's** choice of physician. If the Risk Manager does not approve the selection of physician, **Special Counsel** shall use the physician designated by the Risk Manager. **Special Counsel** shall also perform all clerical functions in connection with each claim petition filed. These functions shall be mutually agreeable between the City and **Special Counsel**.

### Consideration

A. For the above services, **Special Counsel** shall be compensated at a flat fee of **One Thousand Five Hundred Dollars (\$1,500)** per petition which will include up to two (2) court appearances. The City shall pay **Special Counsel** for additional appearances after the initial two (2) court appearances at a rate of **One Hundred Twenty-Five Dollars (\$125.00)** per hour for a maximum of an additional **One Thousand Five Hundred Dollars (\$1,500)**.

**Special Counsel** agrees that for the stipulated fee, it will represent the City on all referred worker's compensation claims until each is concluded, for a maximum fee of **Three Thousand Dollars (\$3,000)** per case.

The total amount of this agreement shall not exceed **Fifty Thousand Dollars (\$50,000)**.

B. **Special Counsel** shall provide a monthly statement for services rendered and the conclusion of each case to the Corporation Counsel. The statement of services shall specify in detail the time spent on these services.

C. The City does not agree to pay for the following disbursements unless specifically approved in advance for any specific matter by the City.

- word processing;
- secretaries' overtime, proofreading, placing or organizing documents in files;
- meals;
- first class air or rail travel, chauffeur driven limousines;
- hotel accommodations; and
- charges for use of conference rooms or office space.

Should the services of one or more other persons with **Special Counsel's** firm be deemed necessary and approved, the City expects that an appropriate number of attorneys and paralegals at all practice levels will be available for assignment to its matters so that matters can be handled in the most efficient manner possible. Further, the City expects that tasks will be performed by the appropriate level attorney (partner or associates) or paralegal. The City reserves the right to discuss with its outside counsel and approve the particular attorneys who will be assigned to work on each matter. The City also reserves the right to request the removal

of any attorney from the City's assignments for any reason.

The City does not agree to pay for excessive in-office consultants between attorneys or attorneys and paralegals, or for administrative meetings with associates and paralegals.

The City does not agree to pay for time spent educating lawyers as a result of the transfer or work between attorneys within the law firm unless approved by the City in advance.

A complete or substantially complete transfer of work from an attorney having significant responsibility on a matter to another attorney or attorneys must be approved by the City.

#### Assignment

The services under this contract shall be performed exclusively by **Special Counsel** not by any other member of his firm. **Special Counsel** may assign work under this contract to another person within the firm only with the approval of the Corporation Counsel.

#### Insurance

The City will require a Certificate of Insurance prior to commencement of the agreement as follows:

- (a) proof of Worker's Compensation in the statutory amount;
- (b) General Liability of no less than \$1 Million per occurrence and \$2 Million in aggregate naming the City of Jersey City as an additional insured;
- (c) Umbrella/Excess Liability of at least \$1 Million on a follow form basis; and
- (d) Professional Liability of no less than \$2 Million per claim and in aggregate.

#### New Jersey Business Registration Requirements

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

#### **Special Provisions**

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event the **Special Counsel** shall be paid for services due up to the date of termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating therefrom. Unless sooner terminated or renewed this contract shall be one year commencing on the date the contract is executed by city officials.

#### **Affirmative Action Plan**

(A) If the contract exceeds \$40,000, it shall also be subject to the Affirmative Action



amendments to the "Law Against Discrimination", N.J.S.A. 10:5-31 et seq.

(B) This contract shall not become effective and special counsel shall provide no services under this contract until he or she has executed the following documents:

1. A supplemental Affirmative Action agreement pursuant to N.J.S.A. 10:5-21 et seq.
2. An Affirmative Action Employee Information Report (form AA-302) (for contracts which exceeds \$40,000).

These documents may be obtained from the department responsible for the administration of this contract. All of the terms and conditions are made part of this contract.

**City of Jersey City Contractor Pay-to-Play Reform Ordinance**

The contract will be awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 23, 2008. The Contractor, its subsidiaries, assigns or principals will be required to certify that they have neither made a reportable contribution in the one year period preceding the date that the City Council awards the contract that would be deemed to be a violation of Ordinance 08-128, nor will Contractor, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Ordinance 08-128.

**City of Jersey City Lobbyist Disclosure Ordinance**

This contract was awarded in accordance with the provisions of the City's Disclosure of Lobbyist Representative Status Ordinance §3-9.1 et seq. adopted on June 12, 2002. As such the undersigned does hereby attest that Contractor either did not retain the services of a lobbyist to lobby on behalf of the Contractor for the award of this contract, or if a lobbyist was retained by the Contractor for such purposes, the Contractor's lobbyist, prior to commencing his/her

lobbying activities, filed a notice of lobbyist representative status form with the City Clerk. Any Contractor whose lobbyist failed to comply with the provisions of Ordinance §3-9.1 et seq, following notice and an opportunity to be heard, shall be disqualified from entering into contracts with the City for a period of two (2) years for each violation.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

**Attest:**

**CITY OF JERSEY CITY**

---

Robert Byrne  
City Clerk

---

Robert Kakoleski  
Business Administrator

**Witness:**

**NETCHERT, DINEEN &  
HILLMANN**

2/04

Taxpayer Identification# 223-376-363/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

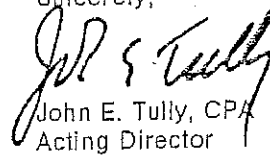
Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

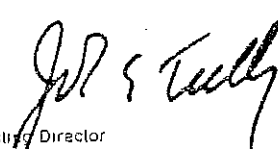
If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-1730.

I wish you continued success in your business endeavors.

Sincerely,

  
John E. Tully, CPA  
Acting Director

| STATE OF NEW JERSEY<br>BUSINESS REGISTRATION CERTIFICATE |                                    | DEPARTMENT OF TREASURY//<br>DIVISION OF REVENUE<br>PO BOX 252<br>TRENTON, N J 08646-0252 |
|----------------------------------------------------------|------------------------------------|------------------------------------------------------------------------------------------|
| TAXPAYER NAME:                                           | TRADE NAME:                        |                                                                                          |
| NETCHERT,DINEEN & HILLMAN                                | NETCHERT, DINEEN & HILLMANN, ESQS. |                                                                                          |
| TAXPAYER IDENTIFICATION#:                                | SEQUENCE NUMBER:                   |                                                                                          |
| 223-376-363/000                                          | 1090301                            |                                                                                          |
| ADDRESS:                                                 | ISSUANCE DATE:                     |                                                                                          |
| 280 BALDWIN AVENUE STE 3<br>JERSEY CITY NJ 07306-1315    | 09/27/04                           |                                                                                          |
| EFFECTIVE DATE:                                          |                                    |                                                                                          |
| 01/01/96                                                 |                                    |                                                                                          |
| FORM-BRC(08-01)                                          |                                    |                                                                                          |

  
Acting Director

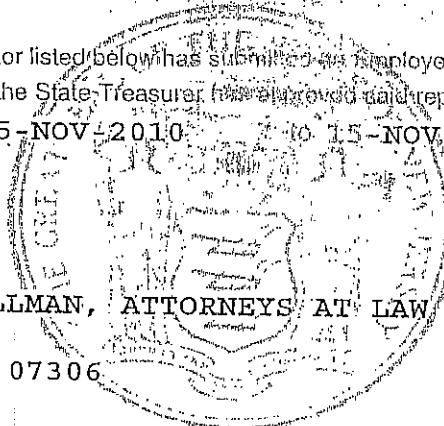
This Certificate is not assignable or transferable. It must be conspicuously displayed at above address.

Certification 22121

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT  
RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-NOV-2010** to **15-NOV-2017**

**NETCHERT, DINEEN & HILLMAN, ATTORNEYS AT LAW**  
**280 BALDWIN AVENUE**  
**JERSEY CITY NJ 07306**



*[Signature]*

Andrew P. Sidamon-Eristoff  
State Treasurer

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY  
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128  
ADOPTED ON SEPTEMBER 3, 2008**

**PART I - Vendor Affirmation**

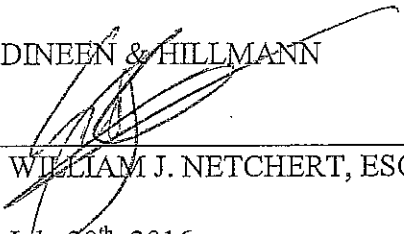
The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that NETCHERT, DINEEN & HILLMANN has not made any reportable contributions in the \*\* one year period preceding July 20<sup>th</sup>, 2016 that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 and that would bar the award of this contract. I further certify that during the term of the contract NETCHERT, DINEEN & HILLMANN will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

NETCHERT, DINEEN & HILLMANN

SIGNED

  
WILLIAM J. NETCHERT, ESQ., PARTNER

DATED: July 20<sup>th</sup>, 2016

Subscribed and sworn before me this 12<sup>th</sup> day  
of July, 2016.

  
STELLA SANTOPIETRO

NOTARY PUBLIC OF NEW JERSEY

MY COMMISSION EXPIRES: 12/5/2016

\*\*Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.

**MINORITY/WOMAN BUSINESS ENTERPRISE (MWBE)**

**Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises. To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

BUSINESS NAME: NETCHERT, DINEEN & HILLMANN, ESQS.

ADDRESS: 280 Baldwin Avenue, Jersey City, New Jersey 07306

TELEPHONE NO.: (201) 656-3000

CONTACT NAME: WILLIAM J. NETCHERT, ESQ.

Please check applicable category:

☐ Minority Owned ☐ Minority & Woman Owned

☐ Woman Owned ☒ Neither

**Definition of Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa.

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise: a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

(REVISED 4/13)

**EXHIBIT A**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)  
N.J.A.C. 17:27

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A  
N.J.S.A. 10:5-31 and N.J.A.C. 17:27  
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
Goods, Professional Services and General Service Contracts  
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): WILLIAM J. NETCHERT, ESQ., PARTNER

Representative's Signature: \_\_\_\_\_

Name of Company: NETCHERT, DINEEN & HILLMANN

Tel. No.: (201) 656-3000 Date: July 12, 2016



**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The contractor and the City of Jersey City (hereinafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.) which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract.

In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act.

In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act.

The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation.

The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

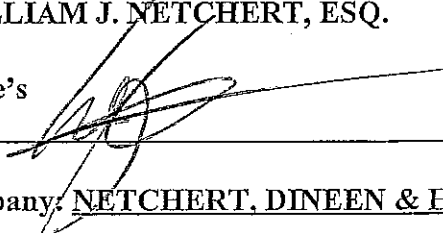
It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement.

Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title

(Print): WILLIAM J. NETCHERT, ESQ.

Representative's

Signature: 

Name of Company: NETCHERT, DINEEN & HILLMANN, ESQS.

Telephone No.: (201) 656-3000

DATE: July 12<sup>th</sup>, 2016

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-021

Agenda No. 10.P

Approved: JAN 11 2017



TITLE:

**RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH DONOHUE, GIRONDA, DORIA AND TOMKINS, LLC CERTIFIED PUBLIC ACCOUNTANTS TO CONDUCT THE ANNUAL AUDIT OF FINANCIAL STATEMENTS AND FEDERAL AND STATE GRANT PROGRAMS FOR THE CALENDAR FISCAL YEAR 2016**

**COUNCIL**

**offered and moved**

**adoption of the following resolution :**

**WHEREAS**, pursuant to N.J.S.A. 40A:5-4 et seq., the City of Jersey City ("City") is required to perform an annual audit of Financial Statements and Federal and State Grant Programs; and

**WHEREAS**, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

**WHEREAS**, a notice was posted on the City's website of the availability of the City's Request for Proposals ("RFP"); and

**WHEREAS**, the City received two (2) proposals in response to its RFP; and

**WHEREAS**, the proposal submitted by Donohue, Gironda, Doria and Tomkins, LLC, Certified Public Accountants satisfies the City's requirements; and

**WHEREAS**, the City is awarding this contract pursuant to the fair and open provisions of the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

**WHEREAS**, Donohue, Gironda and Doria, Certified Public Accountants has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 23, 2008; and

**WHEREAS**, Donohue, Gironda, Doria and Tomkins, LLC, Certified Public Accountants has agreed to provide and deliver products and services in the manner specified by the Department of Administration; and

**WHEREAS**, the total contract amount is not to exceed \$299,000; and

**WHEREAS**, the resolution authorizing the award and the agreement itself must be available for public inspection.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to execute a professional services agreement, in substantially the form of the attached with Donohue, Gironda, Doria and Tomkins, LLC, Certified Public Accountants for providing an annual audit of Financial Statements and Federal and State Grant Programs for a contract term of one (1) year commencing on the date the contract is executed by City Officials for a total contract amount not to exceed \$299,000;

2. The award of this contract shall be subject to the condition that Donohue,

TITLE:

Gironda, Doria and Tomkins, LLC, Certified Public Accountants, provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.;

3. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.;

4. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2017 calendar fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2017 calendar fiscal year permanent budget;

5. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution.

6. Notice of this action shall be published in a newspaper of general circulation within the municipality within ten days of this award.

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are funds in the amount of \$75,000 (temporary encumbrance) available in Account# 01-201-20-135-312. P0#123584

APPROVED: Donna Mauer CFO

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]

Business Administrator

Corporation Counsel

Certification Required ☐Not Required ☐

APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.11.17 |     |     |      |               |     |     |      |                |     |     |      |
|-------------------------------------------------|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON                                   | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON  | AYE | NAY | N.V. |
| GAJEWSKI                                        | ✓   |     |      | YUN           | ✓   |     |      | RIVERA         | ✓   |     |      |
| GADSDEN                                         | ✓   |     |      | OSBORNE       | ✓   |     |      | WATTERMEN      | ✓   |     |      |
| BOGGIANO                                        | ✓   |     |      |               |     |     |      | LAVARRO, PRES. | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]  
 Rolando R. Lavarro, Jr., President of Council

[Signature]  
 Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH DONOHUE, GIRONDA, DORIA AND TOMKINS, LLC CERTIFIED PUBLIC ACCOUNTANTS TO CONDUCT THE ANNUAL AUDIT OF FINANCIAL STATEMENTS AND FEDERAL AND STATE GRANT PROGRAMS FOR THE CALENDAR FISCAL YEAR 2016**

**Project Manager**

|                     |                |                         |
|---------------------|----------------|-------------------------|
| Department/Division | Administration | Management & Budget     |
| Name/Title          | Donna Maurer   | Chief Financial Officer |
| Phone/email         | 201-547-5042   | DonnaM@jenj.org         |

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Contract Purpose**

As per state statute, the City is required to conduct the annual audit of our financial statements and federal state grant programs.

**Cost (Identify all sources and amounts)**

Annual Audit Account  
01-201-20-135-312

**Contract term (include all proposed renewals)**

One year to conduct CY 16 audit.

Type of award Fair and Open

If "Other Exception", enter type

**Additional Information**

The City received 2 proposals:

Donohue, Gironda, Doria & Tomkins L.L.C.

Holman | Frenia, Allison P.C.

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

12/4/17  
Date

# CITY OF JERSEY CITY

PROJECT: Accounting Services

RESPONDENT: Donohue, Gironde, Doria & Tomkins, LLC, Certified Public Accountants

## RESPONDENT'S CHECKLIST

| Item                                                                                                | Respondent Initials | Purchasing Review |
|-----------------------------------------------------------------------------------------------------|---------------------|-------------------|
| A. Non-Collusion Affidavit properly notarized                                                       | RG                  |                   |
| B. Public Disclosure Statement*                                                                     | RG                  |                   |
| C. Mandatory Affirmative Action Language                                                            | RG                  |                   |
| D. Americans with Disabilities Act                                                                  | RG                  |                   |
| E. MWBE Questionnaire                                                                               | RG                  |                   |
| F. Affirmative Action Compliance Notice                                                             | RG                  |                   |
| G. Employee Information Report                                                                      | RG                  |                   |
| H. Business Registration Certificate                                                                | RG                  |                   |
| I. Original signature(s) on all required forms                                                      | RG                  |                   |
| J. Certification of compliance with the City of Jersey City Contractor pay-to-play reform Ordinance | RG                  |                   |
| K. Acknowledgment of Receipt of Addenda*                                                            | RG                  |                   |

\*Failure to include these documents with the Proposal will result in an automatic rejection of the Proposal.

CITY OF JERSEY CITY

PROJECT: ACCOUNTING SERVICES: ANNUAL AUDIT OF  
FINANCIAL STATEMENTS AND FEDERAL AND  
STATE GRANT PROGRAMS

The undersigned is ~~{an individual}~~  
{a corporation} under the laws  
~~{a partnership}~~  
~~XXXXXXXXXX~~

of the State of New Jersey having offices

at 310 Broadway, Bayonne, NJ 07002 and submits this Proposal in  
response to the City's RFP.

Signed:



Name:

Robert A. Gironda, CPA

Title:

Partner-Member

Company:

Donohue, Gironda, Doria &  
Tomkins, LLC, Certified Public  
Accountants

**NON COLLUSION AFFIDAVIT**  
**STATE OF NEW JERSEY**  
**CITY OF JERSEY CITY ss:**

I certify that I am Partner-Member

of the firm of Donohue, Gironda, Doria & Tomkins, LLC, Certified Public Accountants

the bidder making the proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Jersey City relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by (N.J.S.A.52: 34-25).

(Signature of respondent)   
 Robert A. Gironda, CPA

SUBSCRIBED AND SWORN TO  
 BEFORE ME THIS DAY 15 Day DECEMBER OF 2016

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE) **LORRAINE BENACCHIO**

NOTARY PUBLIC OF Lorraine Benacchio  
 MY COMMISSION EXPIRES: 20

ID # 4437  
 NOTARY PUBLIC  
 STATE OF NEW JERSEY  
 My Commission Expires January 23, 2020

**(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).**



# PUBLIC DISCLOSURE INFORMATION

N.J.S.A. 52:25-24.2 provides that no Corporation or Partnership shall be awarded any State, City, Municipal or Schools District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a public disclosure information statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, exceeding the 10% ownership criteria has been listed.

## STOCKHOLDERS:

| Name                 | Address                                    | % owned |
|----------------------|--------------------------------------------|---------|
| Robert A. Gironda    | 8 Bloomfield Ave., Edison, NJ 08839        | 33 1/3  |
| Robert G. Doria      | 30 W. 13th St., Bayonne, NJ 07002          | 33 1/3  |
| Frederick J. Tomkins | 675 Raritan Road, Unit 11, Clark, NJ 07066 | 33 1/3  |
|                      |                                            |         |
|                      |                                            |         |

SIGNATURE:

*Robert A. Gironda*

Robert A. Gironda, CPA / Partner-Member

TITLE:

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY

15<sup>th</sup> DAY DECEMBER OF 2016

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF  
MY COMMISSION EXPIRES: 20\_\_

*Lorraine Benacchio*

**LORRAINE BENACCHIO**

ID # 4437

NOTARY PUBLIC

STATE OF NEW JERSEY

My Commission Expires January 23, 2020

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**Goods, Professional Services and General Service Contracts**  
**(Mandatory Affirmative Action Language)**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency with engages in direct or indirect discriminatory practices. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27 (continued)**

testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27 .

The undersigned Respondent certifies that he/she received, read, and is aware of the commitment to comply with:

N.J.S.A. 10:5-31 and N.J.A.C. 17:27  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**Goods, Professional Services and General Service Contracts**  
**(Mandatory Affirmative Action Language)**

The undersigned Respondent further agrees to furnish the required forms of evidence and understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 .

Representative's Name/Title (Print): Robert A. Gironda / Partner-Member

Representative's Signature: 

Name of Company: Donohue, Gironda, Doria & Tomkins, LLC, Certified Public Accountants

Tel. No.: (201) 437-9000 Date: 12/15/2016

# **AMERICANS WITH DISABILITIES ACT OF 1990** **Equal Opportunity for Individuals with Disability**

The contractor and the City of Jersey City, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract.

In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act.

In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act.

The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation.

The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

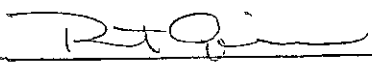
It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement.

**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability (continued)**

Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print): Robert A. Gironda / Partner-Member

Representative's Signature: 

Name of Company: Donohue, Gironda, Doria & Tomkins, LLC, Certified Public Accountants

Tel. No.: (201) 437-9000 Date: December 15, 2016

# **MINORITY/WOMAN BUSINESS ENTERPRISE (MWBE)** **Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises. To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your proposal.

Business Name: Donohue, Gironda, Doria & Tomkins, LLC, Certified Public Accountants

Address: 310 Broadway, Bayonne, NJ 07002

Telephone No.: (201) 437-9000

Contact Name: Robert A. Gironda, CPA

Please check applicable category :

☐ Minority Owned

☐ Minority & Woman Owned

☐ Woman Owned

☒ Neither

## **Definition of Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa.

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

## **Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**AFFIRMATIVE ACTION COMPLIANCE NOTICE**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**  
**GOODS AND SERVICES CONTRACTS**  
**(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidder's requirement to comply with the requirement of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR


(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful Respondent may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours. The successful Respondent(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the Respondent copy is retained by the Respondent.

The undersigned Respondent certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned Respondent further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: Donohue, Gironda, Doria & Tomkins, LLC, Certified Public Accountants

SIGNATURE:  DATE: December 15, 2016

PRINT  
 NAME: Robert A. Gironda, CPA TITLE: Partner-Member

Certification 10001

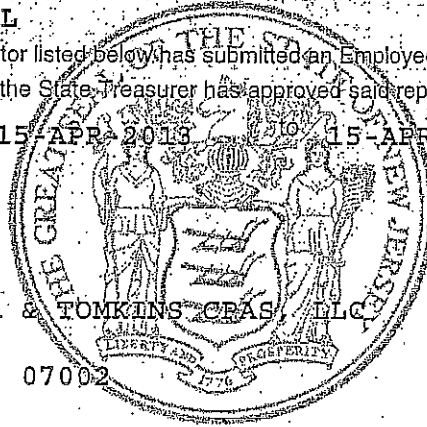
## CERTIFICATE OF EMPLOYEE INFORMATION REPORT

### RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-APR-2013 to 15-APR-2020

DONOHUE GIRONDA DORIA & TOMKINS CRAS, LLC  
310 BROADWAY  
HUDSON  
NJ 07002



A handwritten signature in black ink, appearing to read "Andrew P. Sidamon-Eristoff".

Andrew P. Sidamon-Eristoff  
State Treasurer



STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, N.J. 08646-0252

TAXPAYER NAME:

DONOHUE, GIRONDA, DORIA & TOMKINS CPAS

TRADE NAME:

ADDRESS:

310 BROADWAY  
BAYONNE NJ 07002

SEQUENCE NUMBER:

1940940

EFFECTIVE DATE:

03/24/15

ISSUANCE DATE:

03/25/15

*James J. Quasiano*  
Director  
New Jersey Division of Revenue

FORM BRC

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

104-001-0200-48V

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY  
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED  
ON SEPTEMBER 3, 2008**

**PART I - Respondent Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Donohue, Gironda, Doria & Tomkins, LLC (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding January 11, 2017 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Donohue, Gironda, Doria & Tomkins, LLC (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Donohue, Gironda, Doria & Tomkins, LLC

Signed:

Title: Partner-Member

Print Name: Robert A. Gironda, CPA

Date: December 15, 2016

Subscribed and sworn before me  
this day 15 of DEC, 2016.

My Commission expires:

*Lorraine Benacchio*

*Robert A. Gironda*  
(Affiant)

Robert A. Gironda/Partner-Member  
(Print name & title of affiant) (Corporate Seal)

**LORRAINE BENACCHIO**

ID # 4437

NOTARY PUBLIC

STATE OF NEW JERSEY

My Commission Expires January 23, 2020

\*\*Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.

**CITY OF JERSEY CITY  
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM**

The undersigned acknowledges receipt of the following addenda to the bidding document:

**THE COMPLETED ACKNOWLEDGEMENT OF ADDENDA FORM  
SHOULD BE RETURNED WITH BID RESPONSE PACKAGE: NOT TO  
BE SENT SEPARATELY**

NOTE: Failure to acknowledge receipt of all addenda will cause the bid to be considered non-responsive. Acknowledged receipt of each addendum must be clearly established and included with the bid pursuant to N.J.S.A. 40A:11-23.2 (e).

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

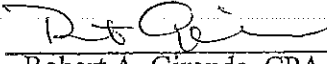
Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Name of Bidder: Donohue, Gironda, Doria & Tomkins, LLC, Certified Public Accountants

Street Address: 310 Broadway

City, State, Zip Bayonne, NJ 07002

Authorized Signature:   
Robert A. Gironda, CPA

Date: December 15, 2016

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-022

Agenda No. 10-Q

Approved: JAN 11 2017

TITLE:

**RESOLUTION REAPPOINTING KALIMAH H. AHMAD, ESQ. AS A  
PART-TIME JUDGE OF THE JERSEY CITY MUNICIPAL COURT**



**COUNCIL**  
resolution:

offered and moved adoption of the following

**WHEREAS**, Pursuant to N.J.S.A. 2B:12-4(b), the Honorable Steven M. Fulop, Mayor of the City of Jersey City, has advised the Municipal Council, that he has reappointed Kalimah H. Ahmad, Esq., as a part-time Judge of the Municipal Court; and

**WHEREAS**, Kalimah H. Ahmad, Esq. is well qualified to serve as a part-time Judge in the Jersey City Municipal Court; and

**WHEREAS**, pursuant to N.J.S.A. 2B:12-4(a) an appointment for an expired term is for a full three (3) year term; and

**WHEREAS**, the appointment requires the advise and consent of the Municipal Council.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City, that the appointment of Kalimah H. Ahmad, Esq. as a part-time Judge of the Municipal Court of the City of Jersey City to commence on the date of the within resolution, is hereby consented to pursuant to N.J.S.A. 2B:12-4(b).

1. The appointment of Kalimah H. Ahmad, Esq. as a part-time Judge of the Municipal Court of the City of Jersey City to commence on the date of the within resolution, is hereby consented to pursuant to N.J.S.A. 2B:12-4(b).
2. The appointment of Kalimah H. Ahmad, Esq. as a part-time Judge, be and is hereby approved to commence on the adoption of the within resolution and to expire on January 11, 2020.

igp  
1/4/17

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☐

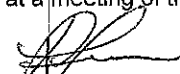
**APPROVED 8-0**


| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.11.17 |     |     |      |               |     |     |      |               |     |     |      |
|-------------------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON                                   | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| GAJEWSKI                                        | ✓   |     |      | YUN           | ✓   |     |      | RIVERA        | ✓   |     |      |
| GADSDEN                                         | ✓   |     |      | OSBORNE       | ✓   |     |      | WATTERMAN     | ✓   |     |      |
| BOGGIANO                                        | ✓   |     |      |               |     |     |      | LAVARRO, PRES | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

  
Rolando R. Lavarro, Jr., President of Council

  
Robert Byrne, City Clerk



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY  
OFFICE OF THE MAYOR

CITY HALL | 280 GROVE STREET | JERSEY CITY, NJ 07302  
P: 201 547 5500 | F: 201 547 5442



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

January 4, 2017

Council President and Members of the Municipal Council  
280 Grove Street  
Jersey City, New Jersey 07302

**Re: Reappointment of Kalimah H. Ahmad as a Part-Time Municipal Court Judge**

Dear Council President and Members of the Municipal Council:

Pursuant to N.J.S.A. 2B:12-4(b), I hereby reappoint the Honorable Kalimah H. Ahmad, a resident of Jersey City, to be a part-time judge of the municipal court for a term to commence on January 11, 2017 and expire three (3) years thereafter.

In accordance with the aforementioned provisions, I respectfully request the advice and consent of the Municipal Council to this designation.

Very truly yours,

  
**STEVEN M. FULOP**  
Mayor

SMF/igp

cc: Robert Byrne, City Clerk

## **KALIMAH H. AHMAD, ESQ.**

**Education:**     **Seton Hall School of Law**, Newark, New Jersey  
Juris Doctorate, May 2005  
Honors: Hudson County Bar Association Scholarship, 2002, 2003, 2004

**Montclair State University**, Montclair, New Jersey  
Bachelor of Arts, English, May 1998 (Teacher Certification)  
Honors: Deans List Graduate, 1998

**James J. Ferris High School**, Jersey City, New Jersey, High School Diploma, 1993  
Achievements: Senior Class President 1993

**Experience:**    **Law Office of Kalimah H. Ahmad**, Jersey City, NJ  
*Owner/Attorney, Sept. 2009 – Present*  
Owner and attorney of private firm specializing in Entertainment, Civil Rights, Employment, and Workers Compensation. Extensive experience representing government/public agencies as well as individual client's rights.

**The County of Hudson, Department of Corrections**  
*Legal Advisor, June 2012 – Present*  
Oversee Corrections personnel department regarding all aspects of employee relations for over 300 corrections officers and civilian staff. Review legal documents and contracts and work directly with Director of Corrections to provide legal advice and guidance in corrections matters.

**The County of Hudson, Law Department**, Jersey City, NJ  
*Assistant County Counsel, Sept. 2009 – Present*  
Provide legal representation on behalf of the County in litigation matters and employee disciplinary proceedings.

**City of Jersey City**, Jersey City, NJ  
*Councilwoman-at-Large, Appointed: Feb. 2011 – Nov. 2011*  
Councilwoman-at-Large in the 2<sup>nd</sup> largest city in the State of New Jersey.

**Hunt, Hamlin & Ridley**, Newark, New Jersey  
*Associate Attorney - June 2005 – Sept 2009.*  
Conduct trials, hearings, depositions and motions on behalf of clients. Prepare pleadings, interrogatories, and depositions in preparation for trials and settlement conferences. Draft, analyze and negotiate contracts for redevelopment deals, entertainment agreements and teacher/union negotiations. Draft memoranda, conduct research and perform administrative tasks. Supervise administrative staff. (*Law Clerk - 12/2003 – 6/2005*)

**The County of Hudson Board of Chosen Freeholders**, Jersey City, NJ  
*Chief of Staff to the Chairman of the Freeholders Board, Jan. 2008 – January 2009*  
Responsibilities included assisting the Chairman of Freeholders Board in all duties involved with County Freeholders Board and oversight of all County departments and services. Attend Freeholder Board meetings and review all agenda items, including, development contracts, requests for proposals, employment negotiations/contracts and funding from local, state and federal agencies.

**Honorable Shirley Tolentino, Superior Court of New Jersey**, Jersey City, NJ  
*Judicial Internship – March 2003 to December 2003*  
Synthesized pre-sentencing and early release reports and provided recommendations in memoranda for final decision. Researched legal issues concerning various topics including The No Early Release Act and prisoner's rights. Observed courtroom proceedings and oral argument.

**Buchanan Ingersoll PC**, New York, New York  
*Legal Assistant/Paralegal – June 2002 – September 2003*

Drafted and filed pleadings for tax-lien foreclosure litigation. Calculated and negotiated payoffs and settlements. Performed legal research and prepared responsive pleadings to motions. Maintained judicial calendar and daily billing. Conducted foreclosure auctions and closings.

**Urbanworld Films (Sony Films), New York, New York**

*Intern to Business Affairs Attorney, March 2002 – May 2002*

Assisted in legal matters relating to the distribution of films, including securing rights, negotiating agreements and proofing soundtracks. Secured and analyzed, Contracts, Chain of Title Documentation, SAG Agreements, Copyright Documentation, MPAA Ratings Certificates and all other legal correspondence.

**Merrill Lynch, Newark, New Jersey**

*Client Associate –February, 2000 – May, 2000*

Assisted Senior Vice President in all clerical and private client services. Provided financial support, information and transactions to over 400 private clients. Researched stocks, bonds and mutual funds. *Intern (2/1995-2/2000)*

**Housing Authority, Jersey City, New Jersey**

*Youth Opportunities Coordinator – September 1999 – February 2000*

Supervised, monitored and secured grants for after school and summer programs at nine low-income housing sites for disadvantaged youth. Hired, supervised and trained 26 staff members. Maintained partnerships with Board of Education, Hudson County Boys Club and Jersey City Police Department. *Award for Outstanding Service to the Youth of Public Housing (1997)*  
*(Intern - 6/94 – 9/99)*

**Memberships:** Garden State Bar Association, *Board of Directors-Regional Director, 2009-2011*  
New Jersey State Bar Association, *Member, 2007- Present*  
Educational Arts Team, Inc (E.A.T.), *Board of Directors-2007-Present*  
Leukemia/Lymphoma Society (LLS, Northern NJ), *Triathlete, June 2009*  
Association of Black Women Lawyers of New Jersey (ABWL-NJ), *Member - 2005-Present*  
Women in Entertainment Empowerment Network (WEEN), *Member 2005-2009*  
Black Entertainment and Sports Law Association (BESLA), *Member*

**References Available Upon Request**

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-023  
Agenda No. 10.R  
Approved: JAN 11 2017  
TITLE:



## RESOLUTION AUTHORIZING THE PURCHASING AGENT TO SELL VARIOUS IMPOUNDED MOTOR VEHICLES AT PUBLIC AUCTION

COUNCIL  
ADOPTION OF THE FOLLOWING RESOLUTION:

OFFERED AND MOVED

**WHEREAS**, the City of Jersey City ("City") acquired title to various motor vehicles which were impounded and these vehicles have salvage value; and

**WHEREAS**, N.J.S.A. 40A:11-36 authorizes the sale of municipal personal property not needed for public use by public sale; and

**WHEREAS**, the Purchasing Agent desires to sell these motor vehicles by conducting a public auction; and

**WHEREAS**, the City will transfer title to all vehicles that remain unsold at the conclusion of the public auction to the impound operator.

**NOW, THEREFORE BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the Purchasing Agent is hereby authorized to sell the City's various motor vehicles to the highest bidder subject to the terms and conditions set forth herein:

1. The City is offering to sell fifty (50) motor vehicles.
  2. The successful bidder shall be required to pick up the motor vehicles at the City's Department of Public Works facility using its own equipment and laborers at no cost to the City. Pick up may be done on Monday through Friday between 9:00 a.m. and 3:00 p.m. Pick up must be done no later than 5 business days after the sale.
  3. The successful bidder shall be required to pay its full bid amount at the conclusion of the bidding for each vehicle and bulk item. The form of payment is either by a company check or cash. No personal checks will be accepted.
  4. The motor vehicles will be sold at a public auction conducted by the Purchasing Agent on a regular business day at a time, date, and place to be determined by the Purchasing Agent. This date must be within 60 days of the passage of this resolution. If bids are not received within 60 days, this resolution shall be deemed null and void.
  5. Vehicles will be auctioned individually. Before the auction starts, all bidders will be advised that they may submit a sealed bid for the purchase of all the vehicles (bulk bid). At the end of the auction, the will City calculate the total individual sales amount versus the bulk bid amount. If the bulk bid amount is greater than the total individual sales amount, then the bulk bidder purchases all of the vehicles.
  6. The vehicles are sold "AS IS" and the City does not guarantee the condition of the vehicles and bulk items. All sales are final. No returns and no exchanges.
  7. A notice of the date, time, and place for the acceptance of bids and a description of the items to be auctioned shall be advertised in a newspaper circulating in the municipality not less than 7 nor more than 14 days before the date of the sale.
  8. The City reserves the right in protection of the best interests of the City to waive any technical error, to reject any bid or any part thereof for any reason whatsoever.
- (Continued on page 2)



City Clerk File No. **Res. 17-023**Agenda No. **10.R JAN 11 2017**

TITLE:

**RESOLUTION AUTHORIZING THE PURCHASING AGENT TO  
SELL VARIOUS IMPOUNDED MOTOR VEHICLES AT PUBLIC  
AUCTION**

9. The City reserves the right to be exercised by the Purchasing Agent after opening all bids received to either accept the highest bid or reject all bids.

10. A list of the motor vehicles to be sold is as follows:

|    | <u>Year</u> | <u>Make</u> | <u>Type</u>   | <u>VIN#</u>       | <u>Minimum Bid</u> |
|----|-------------|-------------|---------------|-------------------|--------------------|
| 1  | 2002        | BUI         | 4DR           | 2G4WS52J621172222 | \$8,842.80         |
| 2  | 2002        | CHE         | 4DR           | 2G1WF52E829265961 | \$10,710.90        |
| 3  | 1999        | VW          | 4DR           | 3VWRA29M4XM018351 | \$10,710.90        |
| 4  | 1995        | HON         | 2DR           | 2HGEJ2123SH552901 | \$10,678.80        |
| 5  | 1992        | ACU         | 4DR           | JH4KA7662NC013881 | \$10,357.80        |
| 6  | 2000        | MER         | 2DR           | 1ZWFT61LXY5613201 | \$10,261.50        |
| 7  | 1997        | FOR         | SUV           | 1FMEU18W4VLA99206 | \$18,111.80        |
| 8  | 2004        | BUI         | SUV           | 3G5DA03E24S597325 | \$ 9,041.70        |
| 9  | 2001        | HYU         | 4DR           | KMHCG45C01U251237 | \$8,752.80         |
| 10 | 2002        | CHR         | VAN           | 1C4GJ15B32B656342 | \$ 8,367.60        |
| 11 | 2000        | MB          | 4DR           | 4JGAB54E9YA204752 | \$15,736.40        |
| 12 | 2002        | HON         | 2DR           | 1HGEM22982L050617 | \$ 7,886.10        |
| 13 | 2000        | JEE         | 4DR           | 1J4GW48N3YC215123 | \$ 15,672.20       |
| 14 | 2001        | HON         | 4DR           | 1HGCG16561A059794 | \$ 7,886.10        |
| 15 | 1993        | HON         | 4DR           | 1HGE8648PL040539  | \$ 7,821.90        |
| 16 | 2007        | CHE         | 4DR           | 2CNDL23F476025274 | \$ 15,479.60       |
| 17 | 2000        | HON         | 4DR           | 1HGEJ6675YL035669 | \$ 7,693.50        |
| 18 | 1997        | ACU         | 2DR           | JH4DC4464VS016470 | \$ 7,661.40        |
| 19 | 2004        | CHR         | 2DR           | 4C3AG42G14E082592 | \$ 7,661.40        |
| 20 | 1999        | TOY         | 4-DR          | 4T1BG22K0XU871364 | \$ 7,623.00        |
| 21 | 2000        | HON         | 2DR           | 1HGCG2258YA006939 | \$ 7,533.00        |
| 22 | 1998        | NIS         | 4DR           | 1N4DL01D6WC191267 | \$ 7,533.00        |
| 23 | 1998        | PON         | 4DR           | 1G2WP52K4WF229602 | \$ 7,533.00        |
| 24 | 1995        | MER         | 4-DR          | 1MELM50U8SA636890 | \$ 7,533.00        |
| 25 | 1998        | NIS         | 4DR           | JN1CA21D8WT614182 | \$ 7,533.00        |
| 26 | 2006        | HON         | COUPE<br>2-DR | 2HGFG12876H531572 | \$ 7,500.90        |
| 27 | 2002        | TOY         | 4DR           | 4T3ZF13CX2U456961 | \$ 7,500.90        |
| 28 | 1998        | PON         | 2DR           | 1G2WP1219WF339870 | \$ 7,468.80        |
| 29 | 2000        | JEE         | SUV           | 1J4GW48N3YC223240 | \$ 7,468.80        |
| 30 | 1998        | VW          | 2DR           | 3VWBB61CXWM024839 | \$ 7,436.70        |
| 31 | 1998        | NIS         | 4DR           | 3N1AB41D1WL065462 | \$ 7,340.40        |
| 32 | 2002        | LIN         | 4DR           | 1LNHM86SX2Y607179 | \$ 7,340.40        |
| 33 | 2007        | DOD         | 4DR           | 1B3JB28B77D503089 | \$ 7,308.30        |
| 34 | 2008        | NIS         | 4DR           | 3N1BC11E78L397563 | \$ 7,308.30        |
| 35 | 1999        | SUB         | 4DR           | 4S3BG6856X7656566 | \$ 7,276.20        |
| 36 | 2000        | FOR         | SPORT<br>UTIL | 1FMDU72X0YZB07349 | \$ 14,452.40       |
| 37 | 2011        | KAW         | MC            | JKAEXMJ10BDA91585 | \$ 7,276.20        |
| 38 | 2000        | FOR         | 4DR           | 1FAHP3832YW380312 | \$ 7,244.10        |
| 39 | 1999        | LAN         | 4DR           | SALTY1242XA900746 | \$ 14,324.00       |
| 40 | 1999        | GMC         | SUV           | 1GKEC16R5XJ779610 | \$ 14,259.80       |
| 41 | 2001        | DOD         | VAN           | 2B4GP44G11R135856 | \$ 7,179.90        |
| 42 | 2002        | OLD         | 4DR           | 1G3WH52H62F266402 | \$ 7,147.80        |

(Continued on page 3)

TITLE:

**RESOLUTION AUTHORIZING THE PURCHASING AGENT TO  
SELL VARIOUS IMPOUNDED MOTOR VEHICLES AT PUBLIC  
AUCTION**

|    | <u>Year</u> | <u>Make</u> | <u>Type</u> | <u>VIN#</u>       | <u>Minimum Bid</u> |
|----|-------------|-------------|-------------|-------------------|--------------------|
| 43 | 2002        | VW          | 4DR         | 3VWSE69M12M140297 | \$ 7,083.60        |
| 44 | 2000        | LEX         | 4DR         | JT6HT00W9Y0083106 | \$ 14,143.00       |
| 45 | 1997        | SAT         | 2DR         | 1G8ZF1281VZ119011 | \$ 7,051.50        |
| 46 | 2000        | HON         | 2DR         | 1HGEJ6126YL104090 | \$ 7,051.50        |
| 47 | 1993        | BMW         | 4DR         | WBACB4314PFL05170 | \$ 7,019.40        |
| 48 | 1999        | BUI         | 4DR         | 2G4WY52M2X1579440 | \$ 7,019.40        |
| 49 | 2007        | CHE         | 4DR         | 1GNFK13077R267204 | \$ 13,874.60       |
| 50 | 2003        | CAD         | 4DR         | 1G6KF57903U165295 | \$ 6,987.30        |

PS /sb  
January 5, 2017

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel


Certification Required ☐Not Required ☐**APPROVED 8-0**

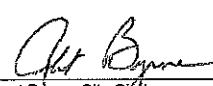
| <b>RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.11.17</b> |     |     |      |               |     |     |      |               |     |     |      |
|--------------------------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON                                          | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| GAJEWSKI                                               | ✓   |     |      | YUN           | ✓   |     |      | RIVERA        | ✓   |     |      |
| GADSDEN                                                | ✓   |     |      | OSBORNE       | ✓   |     |      | WATTERMAN     | ✓   |     |      |
| BOGGIANO                                               | ✓   |     |      |               |     |     |      | LAVARRO, PRES | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

  
 \_\_\_\_\_  
 Rolando R. Lavarro, Jr., President of Council

  
 \_\_\_\_\_  
 Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution****RESOLUTION AUTHORIZING THE PURCHASING AGENT TO SELL VARIOUS IMPOUNDED MOTOR VEHICLES AT PUBLIC AUCTION.****Project Manager**

|                     |              |                                                      |
|---------------------|--------------|------------------------------------------------------|
| Department/Division | DPW          | Director's Office                                    |
| Name/Title          | Hector Ortiz | Asst. DPW Director                                   |
| Phone/email         | 201-547-4400 | <a href="mailto:ortizh@jcnj.org">ortizh@jcnj.org</a> |
|                     |              |                                                      |

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Contract Purpose**

- ✚ The City of Jersey City ("City") acquired title to various motor vehicles which were impounded and these vehicles have salvage value.
- ✚ The City is offering to sell fifty (50) motor vehicles.
- ✚ N.J.S.A. 40A:11-36 authorizes the sale of municipal personal property not needed for public use by public sale.
- ✚ The Purchasing Agent desires to sell these motor vehicles by conducting a public auction.
- ✚ The City will transfer title to all vehicles that remain unsold at the conclusion of the public auction to the impound operator.

**Cost (Identify all sources and amounts)****Contract term (include all proposed renewals)****Type of award****Auction Resolution****If "Other Exception", enter type****Additional Information**

I certify that all the facts presented herein are accurate.

  
Signature of Department Director  
Date\_\_\_\_\_  
Signature of Purchasing Director\_\_\_\_\_  
Date

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-024

Agenda No. 10-S

Approved: \_\_\_\_\_

TITLE:



## RESOLUTION AUTHORIZING THE SETTLEMENT OF THE SUIT OF CONSTANCE ZAPPELLA v. CITY OF JERSEY CITY, ET AL.

**WHEREAS**, Constance Zappella ("Zappella") asserted a claim against the City of Jersey City ( the "City"), Armando Roman, Jerome Cala, Darren Rivers and Steven McGill for gender discrimination, retaliation, and violations of the United States and New Jersey Constitutions; and

**WHEREAS** the claim alleges that Defendants purportedly discriminated against Zappella and retaliated against her for complaining about this conduct; and

**WHEREAS**, Defendants deny the allegations in Zappella's claims, and deny that they are liable for any claims raised by Zappella; and

**WHEREAS**, the City has been, and continues to be, committed to a discrimination-free workplace where not only Zappella but all employees can raise complaints freely without fear of reprisal; and

**WHEREAS**, because of the litigation risk involved, the Corporation Counsel has recommended a settlement of \$50,000.00; and

**WHEREAS**, Plaintiffs have agreed to this settlement and will sign all required releases; and

**WHEREAS**, the necessary funds for this settlement are available in the City of Jersey City Insurance Fund Commission Accounts.

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

1. The Corporation Counsel is authorized to settle this lawsuit for \$50,000 inclusive of all attorneys' fees and costs.
2. The Jersey City Insurance Fund Commission is authorized to pay to "D. Gayle Loftis, Esq. and Constance Zappella" a check in the amount of fifty thousand dollars and zero cents (\$50,000.00), which payment is being made in full settlement of any and all of Zappella's claims for attorneys' fees and costs and any other claims she may have.

I hereby certify that funds for this expenditure are available in the City of Jersey City Insurance Fund Commission Accounts.

MLM/dc  
1/4/17

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

Matthew Hogan, Risk Manager

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.11.17 |     |     |      |               |     |     |      |               |     |     |      |
|-------------------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON                                   | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| GAJEWSKI                                        | ✓   |     |      | YUN           | ✓   |     |      | RIVERA        | ✓   |     |      |
| GADSDEN                                         | ✓   |     |      | OSBORNE       | ✓   |     |      | WATTERMANN    | ✓   |     |      |
| BOGGIANO                                        | ✓   |     |      |               |     |     |      | LAVARRO, PRES | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

## **RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

### **Full Title of Ordinance/Resolution**

Resolution authorizing the settlement of the suit of Constance Zappella v. City of Jersey City, et al.

### **Initiator**

|                     |                |                     |
|---------------------|----------------|---------------------|
| Department/Division | Law            |                     |
| Name/Title          | Jeremy Farrell | Corporation Counsel |
| Phone/email         | 6545           |                     |

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

### **Resolution Purpose**

This settlement resolves an employment gender discrimination and retaliation case filed in Federal Court by Jersey City Fire Captain Constance Zappella. Based upon initial settlement demands, the facts presented, the risk of legal and monetary exposure, as well as the costs associated with litigating this matter through trial, this settlement is fair and reasonable.

I certify that all the facts presented herein are accurate.

\_\_\_\_\_  
Signature of Department Director

\_\_\_\_\_  
Date

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-025  
Agenda No. 10-T  
Approved: JAN 11 2017  
TITLE:



**RESOLUTION RATIFYING A PROFESSIONAL SERVICES AGREEMENT  
WITH THE LAW FIRM OF ADAMS, GUTIERREZ & LATTIBOUDERE, LLC  
TO REPRESENT POLICE OFFICER ANDREW BARELLA IN THE MATTER  
OF TERELL CHEATHAM V. CITY OF JERSEY CITY, ET ALS.**

**COUNCIL** offered and moved adoption of the following resolution:

**WHEREAS**, Police Officer Andrew Barella was named in a complaint filed by Terell Cheatham in the Superior Court of New Jersey alleging excessive force, false arrest, false imprisonment, unlawful search by several Jersey City Police Officers; and

**WHEREAS**, the Corporation Counsel recommended the appointment of outside counsel to represent Police Officer Andrew Barella in this matter; and

**WHEREAS**, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

**WHEREAS**, in October, 2016, the City publicly advertised a Request for Qualifications (RFQ) using the "fair and open process" as described under the Pay-to-Play Law; and

**WHEREAS**, Adams, Gutierrez & Lattiboudere, LLC submitted a Qualification Statement in response to the City's RFQ; and

**WHEREAS**, special counsel agreed to provide these services at an hourly rate of \$150.00 per hour, including expenses, for a total amount not to exceed \$25,000; and

**WHEREAS**, Adams, Gutierrez & Lattiboudere, LLC, possesses the skills and expertise to perform these services; and

**WHEREAS**, this contract award is made in accordance with the "fair and open process" of the Pay-to-Play Law; and

**WHEREAS**, Adams, Gutierrez & Lattiboudere, LLC has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

**WHEREAS**, a temporary encumbrance in the amount of \$10,000 is available in **Account No. 17-01-201-23-210-312**; and

**WHEREAS**, the resolution authorizing the award and the agreement itself must be available for public inspection.

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

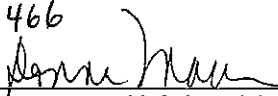
1. A one year contract effective as of December 1, 2016 with the law firm of Adams, Gutierrez & Lattiboudere, LLC is hereby ratified for a total amount not to exceed \$25,000, including expenses;

TITLE:

**RESOLUTION RATIFYING A PROFESSIONAL SERVICES AGREEMENT  
WITH THE LAW FIRM OF ADAMS, GUTIERREZ & LATTIBOUDERE, LLC  
TO REPRESENT POLICE OFFICER ANDREW BARELLA IN THE MATTER  
OF TERELL CHEATHAM V. CITY OF JERSEY CITY, ET ALS.**

2. This contract is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.;
3. This contract award shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.
4. The Mayor or Business Administrator is hereby authorized to execute an agreement in substantially the form attached subject to such modifications as Corporation Counsel deems appropriate or necessary;
5. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution;
6. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in 2017 fiscal year temporary budget shall be subject to the appropriation of sufficient funds in the 2017 fiscal year permanent budget; and
7. The City's Contractor Pay-to-Play Reform Ordinance, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.

I hereby certify that there are sufficient funds available in Account No.: **17-01-201-23-210-312** for payment of this resolution. **PA 177466**

  
Donha Mauer, Chief Financial Officer

:jgp  
12/8/16

APPROVED: 

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

\_\_\_\_\_  
Corporation CounselCertification Required ☐Not Required ☐

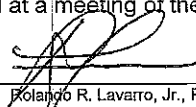
APPROVED 8-0


| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.11.17 |     |     |      |               |     |     |      |               |     |     |      |
|-------------------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON                                   | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| GAJEWSKI                                        | ✓   |     |      | YUN           | ✓   |     |      | RIVERA        | ✓   |     |      |
| GADSDEN                                         | ✓   |     |      | OSBORNE       | ✓   |     |      | WATTERMANN    | ✓   |     |      |
| BOGGIANO                                        | ✓   |     |      |               |     |     |      | LAVARRO, PRES | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

  
Rolando R. Lavarro, Jr., President of Council

  
Robert Byrne, City Clerk

## **RESOLUTION FACT SHEET - CONTRACT AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF ADAMS, GUTIERREZ & LATTIBOUDERE, LLC TO REPRESENT POLICE OFFICER ANDREW BARELLA IN THE MATTER OF TERELL CHEATHAM V. CITY OF JERSEY CITY, ET ALS.**

### **Project Manager**

|                     |                |                     |
|---------------------|----------------|---------------------|
| Department/Division | Law            | Law                 |
| Name/Title          | Jeremy Farrell | Corporation Counsel |
| Phone/email         | 201-547-4667   | JFarrell@jcnj.org   |

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

### **Contract Purpose**

Due to a conflict, it was necessary to hire outside counsel to represent Police Officer Andrew Barella alleging alleging excessive force, false arrest, false imprisonment, unlawful search by several Jersey City police officers.

### **Cost (Identify all sources and amounts)**

Insurance Fund Commission.  
16-01-201-23-210-312

### **Contract term (include all proposed renewals)**

One Year

Type of award Fair/Open

If "Other Exception", enter type

### **Additional Information**

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date



## **Outside Counsel Agreement**

This **Agreement** dated the \_\_\_\_ day of \_\_\_\_\_, 2017 between the **City of Jersey City**, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and, **Adams, Gutierrez & Lattiboudere, LLC**, The Legal Center, 1037 Raymond Blvd., Suite 900, Newark, New Jersey 07102 ("Special Counsel"). The Corporation Counsel of the City of Jersey City has selected Special Counsel to serve as Outside Counsel in connection with *Terrell Cheatham v. City of Jersey City, et al.*

In consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

### **I. CONFLICTS OF INTEREST**

#### **A. Initial Conflicts Check.**

Outside Counsel must be sensitive both to direct conflicts of interest that representation of the City and other clients poses, and to the less direct, but nevertheless serious, conflicts that may arise from the same firm's advocacy, on behalf of other clients, of positions conflicting with important City interests. Prior to Outside Counsel's engagement, Outside Counsel shall carefully review whether any conflicts of either type exist and, if so, bring those conflicts to the attention of the Corporation Counsel. The City shall be promptly informed of and consulted with respect to all potential conflicts. Although issue conflicts may not necessarily result in a disqualification of Outside Counsel, the City shall be consulted before Outside Counsel accepts an engagement that will require the firm to advocate a position that may be adverse to a City legal interest or otherwise prejudicial to the interests of the City. The City in its sole discretion shall, after consultation with Outside Counsel, determine whether an impermissible conflict exists, or whether other circumstances exist that would undermine the public's confidence if representation by Outside Counsel continued.

Outside Counsel's acceptance of an engagement on a matter without written disclosure of any conflicts constitutes Outside Counsel's representation that it has conducted an appropriate conflict check and no conflict exists.

#### **B. City Conflicts.**

The City has a duty to protect the public interest. As part of this responsibility, the City sets policies to ensure that the legal system operates in a manner that safeguards the public's confidence in the integrity and impartiality of its administration. For this reason, in addition to

insisting that its attorneys follow the Rules of Professional Conduct, the City prohibits Outside Counsel that represent the City, while such matter is pending, from:

- (1) Representing private parties before the City or any of its boards, proceedings, commissions or autonomous agencies in adversarial, transactional or non-adversarial proceedings. Outside Counsel also may not, on behalf of a private client, lobby the City or any City department.
- (2) Representing private parties in any matter in which the City also is a party, if the private party has interests adverse to the City.
- (3) Representing a private client with interests adverse to the City.
- (4) Representing another client if that representation would present a substantial risk that Outside Counsel's responsibilities to the City would limit its ability to provide independent advice or diligent and competent representation either to the City or the other client.
- (5) Representing another client where the Outside Counsel's knowledge of the City's legal positions or strategy, derived from its representation or prospective representation of the City, could be used to the advantage of the other client or the disadvantage of the City.

**C. Continuing Obligation.**

The obligation to disclose conflicts continues throughout the course of the representation. Outside Counsel must review conflicts of interest on an ongoing basis as new matters are opened. Any new attorney/client relationships that potentially create a conflict shall be reported to the Corporation Counsel immediately.

**D. Attorney-Client Privilege Group/No Representation of Other Persons/Entities Absent Approval.**

Outside attorneys engaged to represent the City (as opposed to a named person) shall consider themselves to have formed an attorney-client relationship *only* with the City, and not any of its individual employees. When speaking with current or former employees of the City, Outside Counsel shall, as appropriate, advise those employees that although their dialogue will be considered attorney-client communications to the fullest possible extent, counsel's responsibility is to the City and they do not represent those employees in their individual capacities. As a matter proceeds, if employees of the City will be examined under oath or interviewed in other adverse contexts, and if Outside Counsel believe it advisable for them to represent the employees in their individual capacities at such events, Outside Counsel must obtain the Corporation Counsel's advance consent before agreeing to represent such persons in their individual capacities. The Corporation Counsel, in consultation with other City personnel,

will determine if it is appropriate for the individual to receive representation and, if so, by whom.

Outside Counsel who are engaged to represent both an entity and employees of that entity simultaneously shall take all necessary steps to ensure the continuing absence of conflicts, and to preserve their ability to continue representing the entity in the event that conflicts develop between the entity and individual clients.

## **II. WORKING RELATIONSHIP**

### **A. Identification of Objectives/Relationship Attorney.**

The Corporation Counsel or his designee will be Outside Counsel's principal and regular point of contact for financial and strategic decisions. Only the Corporation Counsel or his designee has authority to direct Outside Counsel in the handling of the matter. If a City employee other than the Corporation Counsel or his designee asks Outside Counsel to proceed in a certain fashion or to perform certain activities with respect to a specific legal matter, Outside Counsel shall report the request to the Corporation Counsel and obtain direction prior to proceeding.

Outside counsel shall designate an Attorney to be the Corporation Counsel's principal contact. In all matters, the City remains ultimately responsible for making all substantive decisions and determining the costs and benefits of contemplated legal activity. In many matters, City attorneys will act as full co-counsel and be engaged with Outside Counsel in the day-to-day conduct of the case. In matters where Outside Counsel is handling that day-to-day conduct without City personnel as co-counsel, the City shall be consulted on a regular basis throughout the course of Outside Counsel's engagement and to be kept fully informed of the current status and proposed course of the matters assigned to Outside Counsel's firm. All strategic, tactical, staffing (including any proposed staffing changes) and significant resource allocation decisions about City legal matters must be made in collaboration with the Corporation Counsel.

### **B. Early Case Assessment/Cost Assessment.**

Each complex matter is to be thoroughly evaluated at its outset. The same applies to actions in which the City is the plaintiff, except that the analysis will be performed before the case is filed. In any matter, Outside Counsel shall provide an early case assessment that includes analysis of (1) likely costs to the City from the process, (2) possible outcomes, indicating the likelihood of each, and (3) strategy and tactics for termination or resolution. The format of the early case assessment may vary from a formal written document to a verbal briefing or a combination of a written budget with a verbal briefing on other aspects of the case.

Please note that time spent preparing a budget is not billable, but counsel may bill for time spent preparing an early case assessment or a recommended discovery plan.

The City places significant reliance on cost estimates and Outside Counsel shall prepare them with care. Although the City understands that unanticipated events may have an impact on costs, the City shall be consulted promptly if Outside Counsel believes that the most recent cost estimate provided is no longer accurate. Should total fees or costs exceed the agreed budget, or should fees or costs for a phase of the case exceed the agreed estimate for that phase, without adequate explanation in advance that the increased expense will be necessary, the City may require that an increased discount be applied to unanticipated fees or costs and reserves the right not to pay Outside Counsel for any amounts incurred or expended in excess of the approved budget or estimate.

For bond matters and other transactional engagements, counsel may be expected to provide a fee cap for the transaction, approved by the City, prior to commencing work. Only where a transaction materially changes in scope will the City consider revisions to an agreed fee cap. No payments above the agreed fee cap shall be made unless and until a revised fee cap has been approved in writing by the Director of the City or his/her designee.

**C. Staffing.**

Unless otherwise agreed, the senior attorney retained shall be directly and ultimately responsible for the entire assignment. The day-to-day involvement of that senior attorney, however, shall be appropriate to the magnitude of the matter and the efficiency required for a timely, cost effective, quality work product. When a senior attorney can handle an assignment most efficiently (based on skill and experience), that senior attorney shall complete the assignment.

The City shall be billed for only one attorney to attend events such as depositions, witness meetings, settlement conferences, negotiations and meetings with other parties' counsel. The City recognizes that in more complex matters and those with multiple work-streams, it may occasionally be appropriate for multiple attorneys to attend significant events and for members of the team to consult with each other. The City insists, however, that no more than the minimum number of attorneys necessary to an event attend, that billable internal conferences and charges for drafting and reading internal email correspondence occur only when absolutely required, and that the Corporation Counsel be regularly informed both of the number of attorneys who will attend significant events and the reason for the attendance of each billing timekeeper.

The City believes that it is most efficient for a single attorney or group of attorneys to handle a matter from beginning to end and Outside Counsel shall strive for such continuity. The City will not pay for learning time that may result from staffing changes at Outside Counsel's firm. In addition, the City will not reimburse Outside Counsel for any routine training or supervisory time, including time spent at seminars, unless specifically approved in advance and included as part of the budget. The City will not ordinarily pay for summer associate time unless such time

has been identified as part of the approved staffing plan for appropriate work. The City will not pay for time submitted by librarians; secretaries; billing, filing, docketing or document clerks; internal messengers/couriers; temporary or clerical support staff; word processors; and IT professionals other than electronic discovery specialists serving a function similar to that of paralegals/case managers. The City also will not pay for time billed by attorneys or paralegals to perform tasks (filing, indexing, etc.) that could and should have been handled by support personnel.

**D. Settlement.**

Outside Counsel shall have no settlement authority unless and until such authority is explicitly conferred on them by the Corporation Counsel. If Outside Counsel believes that settlement should be pursued, Outside Counsel must seek instructions in this regard from the Corporation Counsel, and not pursue formal or informal settlement discussions without the Corporation Counsel's approval. Outside Counsel shall immediately inform the Corporation Counsel of any settlement proposal or overture, formal or informal, by the opposing party or counsel. Please note that under no circumstances can the City agree to designate a settlement agreement as confidential. All City settlement records are, by definition, public documents.

**E. Media Relations/Law Firm Advertising.**

The City does not authorize outside counsel or vendors to comment publicly in any manner on any aspect of the City's legal matters. All media inquiries relating to the City shall be referred promptly to the Corporation Counsel and discussed with the Corporation Counsel before responding to the media contact in any manner. This includes even "no comment" or other non-substantive responses. If time is of the essence and Outside Counsel cannot reach the Corporation Counsel, the Press Secretary in the Office of the Mayor shall be contacted.

The City does not permit Outside Counsel to advertise or promote their relationship with the City, other than by listing the City as a representative client.

**F. Engagement of E-Discovery and Other Vendors, Including Experts.**

Before engaging any vendor, including electronic discovery firms and experts, lobbyists or other consultants (in each case, a "vendor"), Outside Counsel must pre-clear that engagement with the Corporation Counsel, unless the Corporation Counsel has explicitly granted exceptions to this preclearance requirement. The City will not be responsible for vendor fees or costs unless that vendor's engagement was pre-approved by the City. The City may require Outside Counsel to engage vendors with which the City has master contracts or preferred pricing arrangements, and always will insist on engagement of the lowest-cost vendor qualified to handle a task (understanding that complex tasks may require vendors with specialized expertise).

Outside Counsel will pay all third-party service providers directly and will bill the City for those services' detailed disbursements included in monthly invoices. This City will not accept separate invoices from service providers directly to the City for payment.

Outside Counsel has the responsibility to ensure that there are no conflicts between any vendor and the City. In addition, all vendors must execute the confidentiality agreement attached as Appendix A. The fee and disbursement policies as outlined in this Agreement shall be made available to, and followed by vendors. It is Outside Counsel's responsibility to confirm that all third party billings comply with this Agreement.

Vendor payment arrangements shall be discussed in advance with the Corporation Counsel. In general, Outside Counsel shall contract with vendors themselves and pay the third party invoices directly, incorporating those invoices into their own bills to the City and including appropriate detail for reasonable review by City personnel. The City may request Outside Counsel to provide full copies of vendor invoices; Outside Counsel therefore shall retain those invoices in accordance with IRS guidelines. The Corporation Counsel may approve other payment arrangements, including (in rare cases) direct contracting with and payment by the City.

When engaging court reporting services, Outside Counsel shall request only one transcript (electronic or hard copy). The City will not reimburse charges for additional transcripts.

**G. Adherence to Ethical Standards.**

The City conducts itself in accordance with the highest ethical standards and expects the same of its Outside Counsel. No City employee ever has authority to instruct Outside Counsel to act in an unethical manner. If Outside Counsel believes that a City employee has engaged or will engage in illegal or unethical activity, Outside Counsel must immediately advise the Corporation Counsel. The City will terminate its relationship with any Outside Counsel who, in the City's sole discretion, fails to adhere to the foregoing ethical standards.

At all times, Outside Counsel will remain aware of and in compliance with each of the City's "Pay-to-Play" ordinances and any amendments thereto.

**H. Gratuities.**

City officers and employees are prohibited from accepting any gift, favor, service or other thing of value related in any way to the City officer's or employee's public duties. In addition, any vendor to the City is prohibited from offering a gift or other thing of value to a City officer or employee with which the vendor transacts business or offers to transact business. Any City officer or employee is prohibited from soliciting a gift or thing of value from a City vendor. This includes charitable donations made in the name of a City employee.

The City reserves the right to amend this Agreement from time to time, providing written notification to Outside Counsel within thirty (30) days of the effective date of any substantive changes. Failure to accept amendments may result in the termination of services from the City.

**I. Malpractice Insurance.**

Outside Counsel representing the City shall maintain malpractice insurance coverage that is reasonable and prudent in relation to the types and sizes of matters handled. Outside Counsel shall, upon request, promptly provide the Corporation Counsel with copies of any applicable policies required under this section, and/or a certificate of insurance. Each policy provided must be certified by the agent or underwriter to be a true copy. If Outside Counsel does not have coverage or if coverage is cancelled and not immediately replaced with comparable coverage, Outside Counsel must immediately report this to the Corporation Counsel.

**J. File Retention.**

For Litigated Matters: Outside Counsel shall retain pleadings, correspondence, discovery materials, deposition transcripts and similar documents and work product for a period of no less than seven (7) years from the date the matter is concluded or for the time period specified by rule or law in the jurisdiction in which the matter was pending, whichever is longer. Beyond this period, Outside Counsel shall notify the City in writing no less than sixty (60) days prior to destroying any file. Along with the written notification, Outside Counsel shall submit an inventory of any original City documents contained in the file to be destroyed and a representation that any electronic version of the file will also be destroyed or deleted.

For Bond and Other Transactions, and Advice Matters: Documents shall be retained in accordance with the same policies applicable to litigated matters unless applicable law mandates any longer retention schedule. However, bond counsel and transactional/advice counsel shall retain all transcripts of transactions and memoranda of advice indefinitely unless otherwise directed by the Corporation Counsel.

**III. Billing**

**A. Rates.**

Outside Counsel shall be compensated at the rate of \$150.00 per hour, including expenses. The total amount of this agreement shall not exceed \$25,000.

The City will pay for actual services rendered at rates established in Requests for Qualifications or otherwise agreed to in advance. At the time of Outside Counsel's initial engagement, Outside Counsel shall furnish the Corporation Counsel with a schedule of billing rates for partners, associates and all other timekeepers expected to bill time against the matter for review and approval prior to billing time to the City. Because of City procurement rules, the rates

applicable at the inception of each specific matter must remain in effect for the duration of that matter.

Hourly rates shall include all overhead costs (*see* Acceptable Fees/Charges, below), none of which shall be included in disbursements.

Time must be billed in 0.1 hour increments and on a per-task basis. The time entry description must be specific, detailing the action taken and the subject matter. Absent prior consent, the City will not pay for more than ten (10) hours of time by a single timekeeper in a single day, but the Corporation Counsel may increase that number of permissible hours in matters of special urgency or where cases are in or approaching trial.

Outside Counsel shall bear in mind that invoices may be disclosed pursuant to the City's open records laws and that courts may not sustain assertions of privilege by the City. Although the City will endeavor to redact privileged information before releasing bills for public consumption, Outside Counsel shall, to the extent practicable and consistent with the need to fully inform the City of its activities and to allow the City to evaluate the reasonableness of billing narratives, avoid the inclusion of privileged matter in invoices.

**B. Invoicing Policy.**

All invoices must be submitted to the Corporation Counsel.

For litigation, advice, and non-bond transactional matters, Outside Counsel generally are expected to submit monthly invoices within thirty days of the conclusion of the billing period, absent the City's prior consent to a longer delay. All charges must reflect the work performed within the billing period or a reasonable time before the billing period. Absent good cause, as defined by the City, the City will not pay for services or expenses incurred more than 90 days prior to the date the invoice is submitted. For bond matters, Outside Counsel are expected to submit their invoice within thirty days of the conclusion of the transaction.

Absent a specific agreement to an alternative fee arrangement, Outside Counsel fees shall be computed by applying the negotiated hourly rate to the time for the services expended. Hours shown must accurately reflect the time spent on the described activity and must either be the exact amount of time or the exact time rounded down to the nearest one-tenth of an hour. Block billing—grouping multiple activities under a single time charge—will not be accepted, and the City will not pay for any time recorded in a block fashion unless this requirement is waived by the Director of the City of Law or his or her designee.

Every bill from Outside Counsel is deemed to be a certification by the firm and billing partner that all legal services and disbursements reflected on the bill are reasonable for the legal matter involved and necessary for the proper provision of legal services to the City. The City may deduct certain fees and charges that are inconsistent with this Agreement.



The City reserves the right to audit all fee and disbursement details that Outside Counsel submit, as well as the corresponding legal file. The City will promptly terminate the services of any Outside Counsel whose billing practices raise questions about the Outside Counsel's integrity, honesty or compliance with the applicable rules of professional conduct or this Agreement.

**C. Invoice Format.**

Each invoice will include the following minimum requirements:

- Unique invoice number
- Invoice date
- Matter name
- Outside Counsel's matter number
- Date(s) services were performed
- Timekeeper name or ID
- Timekeeper title or level
- A narrative description of the services provided or tasks performed for each specific task. The description shall clearly state the nature of the task performed sufficient to allow the City to determine why it was necessary. Incomplete or vague charge descriptions are unacceptable. Examples of incomplete or vague charges include, but are not limited to: 'analysis', 'review file', 'conference', 'attention to matter', 'worked on discovery', 'work on file', 'prepare for meeting', 'misc.', and 'other'
- Time entry to the nearest tenth (.10) of an hour
- Timekeeper rate
- Charge total
- Detail of reimbursable expenses and disbursements at actual cost

The detailed billing report from Outside Counsel's system will provide this information. If Outside Counsel provides services on more than one matter during a billing period, a separate invoice for each matter is required.

**D. Acceptable Fees/Charges.**

**Overhead charges may not be billed.** The City will not reimburse Outside Counsel for basic support services, which the City deems to be part of Outside Counsel's overhead and built into its rates. The City will not pay for any of the following items under any circumstances:

- Billing inquiries
- Opening and closing files
- Internal filing
- Secretarial services (including overtime charges)

- Word processing or proofreading
- Maintenance of a calendar or tickler system
- Investigating potential conflicts
- Preparing budgets
- Library usage (including book purchases or subscriptions) or library staff time
- Office supplies
- Conference room charges

**E. Basic legal research may not be billed.**

Outside Counsel shall be familiar with the basic substantive law at issue in the matter for which the firm was retained, and the City shall not be charged for this type of research. If legal research benefits other clients, only the proportionate share of that cost shall be billed to the City. The City shall also benefit from previously prepared briefs and memoranda, and when such briefs or memoranda exist, will pay only for actual time spent updating or tailoring the same. All other anticipated legal research shall be addressed in Outside Counsel's proposed budget. Legal research projects necessary in a particular litigation assignment must be approved in advance by the Corporation Counsel before the research is commenced.

The City will pay only for the actual time spent by Outside Counsel or other approved timekeeper conducting the research. As explained *infra*, fees charged by electronic or other research services, including library fees, Westlaw, Lexis and other online services are considered general overhead and are not reimbursable.

**F. Out-of-pocket costs must be itemized and passed through with no markup.**

The City will reimburse Outside Counsel for reasonable, documented and itemized out-of-pocket disbursements and costs incurred on behalf of the City, with the exceptions and limitations set forth in this Agreement. Outside Counsel's invoices to the City shall reflect the actual cost and shall not include any markup. All disbursements must be fully itemized with a description sufficient for review, identifying the number of units, price per unit and total cost. The City may refuse to pay for disbursements billed as 'miscellaneous,' billed in a group (e.g., Travel Expenses - \$4,000.00) or disbursements without descriptions.

**G. Prohibited disbursements.**

The City considers certain disbursements to be part of a law firm's overhead and will not pay such charges. These items include:

- Rent (including temporary office space)
- Westlaw, Lexis and other legal database services
- Cost or usage of computers or mobile devices or internet service charges
- Equipment rental

- Storage charges
- Catering for internal meetings
- Meals (except during business travel, and then limited to \$70 per day)
- Mileage for short trips (<30 miles one way)
- Travel costs exceeding discounted, non-refundable coach fares except where excess costs have been approved in advance
- Telephone charges
- Facsimile charges
- Allocated charges from a firm's blanket service agreements with outside vendors

#### **H. Copying/scanning.**

Copying charges may be billed to the City at the lesser of the most favorable rate applied by Outside Counsel or five cents per page. The City will reimburse for document scanning at Outside Counsel firm's regular rate, up to a maximum of five cents per page, for document productions, but the City will not pay time charges associated with scanning, and there shall be no charges associated with the scanning and filing of court papers and correspondence. Every effort shall be made to minimize scanning expenses by working with documents in electronic format whenever possible.

#### **I. Couriers and Overnight Mail.**

The City will reimburse for actual charges billed to Outside Counsel for deliveries (including overnight express) that are necessary in the interest of speed and reliability. Outside Counsel shall use the lowest cost service consistent with need and reliability, and to arrange schedules, whenever practicable, to avoid the need for premium-priced couriers. Outside Counsel shall use less expensive means, such as email (encrypted, when necessary) or regular mail where it is practical to do so.

#### **J. Travel Expenses.**

All air and rail travel must be first approved by the Corporation Counsel, ideally as part of the case budget. Outside Counsel shall use good judgment in selecting hotels and restaurants and incurring expenses for which the taxpayers are to be charged. Outside Counsel shall use alternatives to travel such as conference calls or videoconferences whenever practicable. If the travel involves another client, the City may be billed only for its proportionate share of both time and related expenses. **Non-working travel time is not billable without the Corporation Counsel's prior approval.**

**K. Reimbursement of Meals for Overnight Travel.**

The City will reimburse for meals consumed while traveling overnight on City business, but limited (absent prior approval) to no more than seventy dollars (\$70) per person, per day. Under no circumstances will the City reimburse costs for alcoholic beverages.

**L. Maintenance of Expense Records.**

To ensure compliance with the City's reimbursement policies, Outside Counsel shall require itemization of out-of-pocket expenses such as airline tickets, meals and hotel bills before making reimbursement to any attorney, employee or third party, and maintain original receipts. Travel and meal expenses and receipts may be audited and shall be retained by Outside Counsel in accordance with applicable IRS guidelines. Unless requested to do so by the City, Outside Counsel shall not forward copies of travel and meal expense receipts to the City with the firm's invoices.

**M. Personal Expenses Not Reimbursable.**

Please take care to distinguish between personal expenses and properly chargeable business expenses. The City will not reimburse for, among other things, recreation fees, salon or spa charges, pay-per-view movies or other personal entertainment charges, airline baggage charges, travel agency expenses, shoe shines, toiletries, dry cleaning or laundry (except in the unlikely event travel of more than seven days' duration is required), or luggage.

**N. Vendor discounts must be passed through.**

If Outside Counsel receives a discount or rebate from a vendor based on the aggregate level of business with that vendor, such discount shall be disclosed and the City shall receive the benefit on a proportionate basis. This does not include frequent-flyer miles or similar perquisites allocated to individual travelers.

**IV. COMPLIANCE WITH AFFIRMATIVE ACTION PLAN**

(a) If the Agreement exceeds \$40,000.00, it shall be subject to the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

(b) This Agreement shall not become effective and Contractor shall provide no services under this Agreement until it has executed the following documents:

1. A supplemental Affirmative Action Agreement pursuant to N.J.S.A. 10:5-31 et seq. (for contracts which exceed \$40,000.00). The Affirmative Action Agreement is attached hereto as Exhibit "B" and is incorporated herein by reference.

2. An Affirmative Action Employee Information Report (form AA-302) (for contracts which exceed \$40,000.00.

#### **V. CITY OF JERSEY CITY LOBBYIST DISCLOSURE ORDINANCE**

This contract was awarded in accordance with the provisions of the City's Disclosure of Lobbyist Representative Status Ordinance §3-9.1 et seq. adopted on June 12, 2002. As such the undersigned does hereby attest that Contractor either did not retain the services of a lobbyist to lobby on behalf of the Contractor for the award of this contract, or if a lobbyist was retained by the Contractor for such purposes, the Contractor's lobbyist, prior to commencing his/her lobbying activities, filed a notice of lobbyist representative status form with the City Clerk. Any Contractor whose lobbyist failed to comply with the provisions of Ordinance §3-9.1 et seq., following notice and an opportunity to be heard, shall be disqualified from entering into contracts with the City for a period of two (2) years for each violation.

#### **VI. CONFIDENTIALITY**

In the course of representing the City, Outside Counsel will frequently gain access to nonpublic and confidential information. The City requires Outside Counsel to maintain the confidentiality of such information both during and after the course of Outside Counsel's representation of the City. Outside Counsel must have in place appropriate procedures to ensure the protection of all such information. In the event the representation requires Outside Counsel to become privy to protected personally-identifiable information about any person, such as health or financial records, Social Security numbers or other such information, then this information must be handled with the utmost care both within facilities in Outside Counsel's control, and certainly when that information is being transported. Under no circumstances shall such confidential information be transported outside Outside Counsel's offices--either physically or over the public internet--unless the information is appropriately encrypted. In the event information is compromised or potentially compromised, Outside Counsel must notify the City immediately.

Outside Counsel must follow all statutory, regulatory, and ethical provisions relating to privacy, confidentiality and nondisclosure of all privileged, proprietary and confidential information. Outside Counsel must take appropriate measures to ensure that all legal and nonlegal personnel are familiar with this requirement and are effectively supervised in this regard.

Vendors to whom Outside Counsel gives access to confidential or proprietary material of the City (including work product) must sign the confidentiality agreement attached as Appendix A. It is the responsibility of Outside Counsel to obtain a signed confidentiality agreement from each vendor and to retain those agreements.

This Confidentiality Section, and the corresponding Confidentiality Agreement attached as Appendix A, is above and beyond any relationships or privileges held or created separate and apart from this Agreement.

## **VII. NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS**

Outside Counsel shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

## **VIII. TERMINATION**

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event Outside Counsel shall be paid for services due up to the date of termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating therefrom. Unless sooner terminated or renewed, this contract shall be for a term of one (1) year commencing on the date the contract is executed by City officials.

## **IX. GENERAL TERMS**

### **A. Governing Law/Jurisdiction.**

This Agreement will be interpreted in accordance with, and governed by, the laws of the State of New Jersey. The courts of the State of New Jersey will have exclusive jurisdiction and the parties irrevocably attorney to the jurisdiction of such courts.

**B. Counterparts Clause.**

This Agreement may be executed by e-mail in counterparts all of which will be deemed originals and legally binding once delivered to each of the other parties' authorized e-mail addresses and such delivery is acknowledged by reply e-mail. Although not necessary to legally bind the parties, each party agrees to promptly circulate signed originals in sufficient number to the other parties for record-keeping purposes after completing the e-mail execution and delivery. All counterparts when executed and delivered (by e-mail or in paper form) will be construed together to be an original and will constitute one and the same agreement.

By accepting an engagement by the City, law firms will be deemed to have familiarized themselves with this agreement and to have agreed to adhere to it in all respects, now and as they may be amended from time to time upon written notice and acceptance. This acceptance is a matter both of contract and professional responsibility.

**Attest:**

**City of Jersey City**

\_\_\_\_\_  
**Robert Byrne**  
**City Clerk**

\_\_\_\_\_  
**Robert Kakoleski**  
**Business Administrator**

**WITNESS:**

**Adams, Gutierrez & Lattiboudere,**  
**LLC**

\_\_\_\_\_  
**By:**  
**Firm:**

## APPENDIX A

### CONFIDENTIALITY AGREEMENT

\_\_\_\_\_, (Subcontractor), as a contractor of Outside Counsel retained by the City of Jersey City (the "City") pursuant to an "Outside Counsel Agreement" dated \_\_\_\_\_, hereby acknowledges and agrees as follows:

1. All documents and data, including but not limited to financial, statistical, personnel, customer and/or technical documents, owned or supplied by the City to the Subcontractor, shall be treated as confidential (Documents and Data). The Subcontractor shall take all necessary and reasonable precautions to ensure that the City's Documents and Data are safeguarded. Use of the Documents and Data is strictly limited to that use necessary to complete the scope of work agreed upon, which may include disclosure to employees, officers or agents of any subcontractor assisting with the scope of work. Any other use, and any sale or offering of the Documents and Data in any form by the Subcontractor, or any individual or entity in the Subcontractor's charge or employ, will be considered a violation of this Confidentiality Agreement and may result in termination of the agreement between Subcontractor and the law firm retained by the City, and the Subcontractor's suspension or debarment from City contracting. In addition, such conduct may be reported to the appropriate authorities for possible criminal prosecution.
2. Subcontractor shall be responsible to ensure that all agents and individuals or entities in the Subcontractor's charge or employ adhere to this Confidentiality Agreement. A breach of confidentiality by any individual or entity in the Subcontractor's charge or employ will be considered a violation of this Confidentiality Agreement by the Subcontractor.
3. In the event that Subcontractor, its agent or any individual or entity in the Subcontractor's charge or employ receives a subpoena, demand, or other request for any of the City's documents or data, Subcontractor shall promptly notify the City and shall not turn over any of the City's documents or data.
4. The Subcontractor shall comply with all applicable City and Federal laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of the Subcontractor's confidentiality obligations or other event requiring notification under applicable law ("Notification Event"), the Subcontractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the City and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.
5. Upon termination of this Confidentiality Agreement the Subcontractor shall return or erase, destroy, and render unreadable all Subcontractor copies of City Documents and Data, both physical and electronic, and certify in writing that these actions have been completed within 30 days of the termination of this Confidentiality Agreement or within 14 days of the request of an agent of the City, whichever shall come first.



6. This Confidentiality Agreement shall survive the Subcontractor's termination of the contract between the law firm retained by the City and Subcontractor or upon completion of the scope of work related to the City.

Subcontractor/Firm: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A (Continuation)**

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

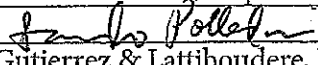
The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

**EXHIBIT A**  
N.J.S.A. 10:5-31 and N.J.A.C. 17:27  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
Goods, Professional Services and General Service Contracts  
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Sandro Polledri, Esq.

Representative's Signature: 

Name of Company: Adams Gutierrez & Lattiboudere, LLC

Tel. No.: 973-735-2742

Date: July 19, 2016

## Item F. Americans with Disabilities Act

**APPENDIX A**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The contractor and the \_\_\_\_\_ of \_\_\_\_\_, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 8121 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Printed: Sandro Polledri, Esq.  
 Representative's Signature: *Sandro Polledri*  
 Name of Company: Adams Gutierrez & Lattiboudere, LLC  
 Tel. No.: 973-735-2742 Date: July 19, 2016

## Item G. MWBE Questionnaire (2 Copies)

Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Adam Gutierrez & Lattiboudere, LLC  
Address : 1037 Raymond Blvd., Suite 900, Newark, NJ 07102  
Telephone No. : 973-735-2742  
Contact Name : Sandro Polledri, Esq.

Please check applicable category :

☐ Minority Owned Business (MBE) ☒ Minority & Woman Owned Business (MWBE)  
☐ Woman Owned business (WBE) ☐ Neither

Definitions  
Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

## Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

OFFICE OF EQUAL OPPORTUNITY COPY

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Adams Gutierrez & Lattiboudere, LLC  
 Address: 1037 Raymond Blvd., Suite 900, Newark, NJ 07102  
 Telephone No.: 973-735-2742  
 Contact Name: Sandro Pollédri, Esq.

Please check applicable category:

☐ Minority Owned Business (MBE)      ☒ Minority & Woman Owned Business (MWBE)  
☐ Woman Owned business (WBE)      ☐ Neither

**Definitions**

**Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**DIVISION OF PURCHASING COPY**

## Item L. Certification of Compliance (Ord. 08-128)

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY  
CITY CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128  
ADOPTED ON SEPTEMBER 3, 2008**

## PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Adams Gutierrez & Lattiboudere, LLC (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding July 30, 2015 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Adams Gutierrez & Lattiboudere, LLC (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

## PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity will be liable for any penalty permitted under law.

Name of Business Entity: Adams Gutierrez & Lattiboudere, LLC

Signed   
Print Name Sandro Polledri, Esq.

Title: Partner  
Date: July 19, 2016

Subscribed and sworn before me  
this 19th day of July, 2016.  
My Commission expires:

(Affiant)  
Sandro Polledri  
(Print name & title of affiant) (Corporate Seal)

**\*\*Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.**

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM


Required Pursuant To N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit  
no later than 10 days prior to the award of the contract.**

## Part I – Vendor Information

|              |                                                     |        |       |
|--------------|-----------------------------------------------------|--------|-------|
| Vendor Name: | Adams Gutierrez & Lattiboudere, LLC                 |        |       |
| Address:     | The Legal Center, 1037 Raymond Boulevard, Suite 900 |        |       |
| City:        | Newark                                              | State: | NJ    |
|              |                                                     | Zip:   | 07102 |

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

  
Signature

Derlys M. Gutierrez, Esq.  
Printed Name

Owner  
Title

## Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

| Contributor Name | Recipient Name | Date | Dollar Amount |
|------------------|----------------|------|---------------|
|                  |                |      | \$            |
|                  |                |      |               |
|                  |                |      |               |
|                  |                |      |               |
| NONE             |                |      |               |
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☐ Check here if the information is continued on subsequent page(s)

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**

FOR NON-FAIR AND OPEN CONTRACTS

Required Pursuant To N.J.S.A. 19:44A-20.8

**CITY OF JERSEY CITY****Part I – Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

|                             |                                       |
|-----------------------------|---------------------------------------|
| Steven Fulop for Mayor 2017 | Hallanan for Council                  |
| Lavarro for Councilman      | Friends of Richard Boggiano           |
| Friends of Joyce Watterman  | Michael Yun                           |
| Friends of Daniel Rivera    | Osborne for Council                   |
| Gajewski for Council        | Friends of Councilwoman Diane Coleman |

**Part II – Ownership Disclosure Certification**

☐ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- ☐ Partnership ☐ Corporation ☐ Sole Proprietorship ☒ Subchapter S Corporation  
☐ Limited Partnership ☒ Limited Liability Corporation ☐ Limited Liability Partnership

| Name of Stock or Shareholder | Home Address                            |
|------------------------------|-----------------------------------------|
| CHERIE L. ADAMS, ESQ.        | 1037 RAYMOND BLVD SUITE 900, NEWARK, NJ |
| DERLYS M. GUTIERREZ, ESQ.    | "                                       |
| PERRY L. LATTIBOUDERE, ESQ.  | "                                       |
|                              |                                         |
|                              |                                         |
|                              |                                         |
|                              |                                         |
|                              |                                         |
|                              |                                         |

**Part 3 – Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: ADAMS GUTIERREZ & LATTIBOUDERE

Signed: [Signature] Title: OWNER / PARTNER

Print Name: DERLYS M. GUTIERREZ Date: 1/5/2017

Subscribed and sworn before me this 5<sup>th</sup> day of JANUARY, 2017.

My Commission expires:  
**JOANN DOMENECH**  
NOTARY PUBLIC OF NEW JERSEY  
ID # 50018199

My Commission Expires 6/29/2020

[Signature]  
(Affiant)  
**JOANN DOMENECH / NOTARY**  
(Print name & title of affiant) (Corporate Seal)



Certification 41532

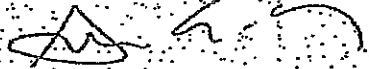
## CERTIFICATE OF EMPLOYEE INFORMATION REPORT

### RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15 MAR 2015 - 15 MAR 2022

ADAMS GUTIERREZ & LATTIGUERE LLC  
1037 RAYMOND BLVD., SUITE 900  
NEWARK NJ 07102



  
Andrew P. Sidamon-Eristoff  
State Treasurer

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, NJ 08646-0252

TAXPAYER NAME:

ADAMS GUTIERREZ & LATTIBOUDERE, LLC

TRADE NAME:

ADDRESS:

1037 RAYMOND BLVD, STE 900  
NEWARK NJ 07102-5427

SEQUENCE NUMBER:

1379976

EFFECTIVE DATE:

11/27/07

ISSUANCE DATE:

07/02/13

*James J. G...*  
Director  
New Jersey Division of Revenue

FORM-BRC

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM


Required Pursuant To N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit  
no later than 10 days prior to the award of the contract.**

## Part I - Vendor Information

|              |                                                     |        |       |
|--------------|-----------------------------------------------------|--------|-------|
| Vendor Name: | Adams Gutierrez & Lattiboudere, LLC                 |        |       |
| Address:     | The Legal Center, 1037 Raymond Boulevard, Suite 900 |        |       |
| City:        | Newark                                              | State: | NJ    |
|              |                                                     | Zip:   | 07102 |

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

  
Signature

Derlys M. Gutierrez, Esq.  
Printed Name

Owner  
Title

## Part II - Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

| Contributor Name | Recipient Name | Date | Dollar Amount |
|------------------|----------------|------|---------------|
|                  |                |      | \$            |
|                  |                |      |               |
|                  |                |      |               |
|                  |                |      |               |
| NONE             |                |      |               |
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☐ Check here if the information is continued on subsequent page(s)

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-026  
Agenda No. 10.U JAN 11 2017  
Approved: \_\_\_\_\_  
TITLE: \_\_\_\_\_



**RESOLUTION RATIFYING A PROFESSIONAL SERVICES AGREEMENT  
WITH THE LAW FIRM OF FLORIO, KENNY, RAVAL, L.L.P. TO REPRESENT  
THE JERSEY CITY INCINERATOR AUTHORITY IN THE MATTER OF  
PHILBERT ALVAREZ V. JERSEY CITY INCINERATOR AUTHORITY ET  
AL.**

**COUNCIL** offered and moved adoption of the following resolution:

**WHEREAS**, the Jersey City Incinerator Authority was named in a complaint filed by Philbert Alvarez in Superior Court of New Jersey alleging excessive force, unlawful search of vehicle and impound of vehicle and that \$2,000 was seized and taken from his home following his arrest; and

**WHEREAS**, Corporation Counsel recommended the appointment of outside counsel to represent the Jersey City Incinerator Authority on Count One only of the Complaint; and

**WHEREAS**, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

**WHEREAS**, in October, 2016, the City publicly advertised a Request for Qualifications (RFQ) using the "fair and open process" as described under the Pay-to-Play Law; and

**WHEREAS**, Florio, Kenny, Raval, L.L.P. submitted a Qualification Statement in response to the City's RFQ; and

**WHEREAS**, Florio, Kenny, Raval, L.L.P. agreed to provide these services at an hourly rate of **\$150.00** per hour, including expenses, for a total amount not to exceed **\$25,000**; and

**WHEREAS**, Florio, Kenny, Raval, L.L.P., possesses the skills and expertise to perform these services; and

**WHEREAS**, this contract is made in accordance with the "fair and open process" of the Pay-to-Play Law; and

**WHEREAS**, Florio, Kenny, Raval, L.L.P. has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

**WHEREAS**, a temporary encumbrance in the amount of \$10,000 is available in **Account No. 17-01-201-23-210-312**; and

**WHEREAS**, the resolution authorizing the award and the agreement itself must be available for public inspection.

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

1. A one year contract effective April 1, 2016 with the law firm of Florio, Kenny, Raval, L.L.P. is hereby ratified for a total amount not to exceed **\$25,000**, including expenses.

TITLE:

**RESOLUTION RATIFYING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF FLORIO, KENNY, RAVAL, L.L.P. TO REPRESENT THE JERSEY CITY INCINERATOR AUTHORITY IN THE MATTER OF PHILBERT ALVAREZ V. JERSEY CITY INCINERATOR AUTHORITY ET AL.**

2. This contract is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.
3. This contract award shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.
4. The Mayor or Business Administrator is hereby authorized to execute an agreement in substantially the form attached subject to such modifications as Corporation Counsel deems appropriate or necessary.
5. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution.
6. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in 2017 fiscal year temporary budget shall be subject to the appropriation of sufficient funds in the 2017 fiscal year permanent budget.
7. The City's Contractor Pay-to-Play Reform Ordinance, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.

I hereby certify that there are sufficient funds available in **Account No.: 17-01-201-23-210-312** for payment of this resolution. PO# 177383

  
Donna Mauer, Chief Financial Officer

sgp  
12/8/16

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel


Certification Required ☐Not Required ☐APPROVED 8-0

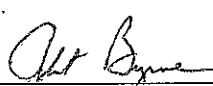
| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.11.17 |     |     |      |               |     |     |      |               |     |     |      |
|-------------------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON                                   | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| GAJEWSKI                                        | ✓   |     |      | YUN           | ✓   |     |      | RIVERA        | ✓   |     |      |
| GADSDEN                                         | ✓   |     |      | OSBORNE       | ✓   |     |      | WATTERMAN     | ✓   |     |      |
| BOGGIANO                                        | ✓   |     |      |               |     |     |      | LAVARRO, PRES | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

  
Rolando R. Lavarro, Jr., President of Council

  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

**RESOLUTION AWARDING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF FLORIO, KENNY, RAVAL, L.L.P. TO REPRESENT THE JERSEY CITY INCINERATOR AUTHORITY IN THE MATTER OF PHILBERT ALVAREZ V. JERSEY CITY INCINERATOR AUTHORITY, ET AL.**

**Project Manager**

|                     |                |                     |
|---------------------|----------------|---------------------|
| Department/Division | Law            | Law                 |
| Name/Title          | Jeremy Farrell | Corporation Counsel |
| Phone/email         | 201-547-4667   | JFarrell@jcnj.org   |

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Contract Purpose**

Contracting with Florio, Kenny, Raval, L.L.P. to continue. Representation began prior to the amalgamation of the Jersey City Incinerator Authority.

**Cost (Identify all sources and amounts)**

Insurance Fund Commission  
17-01-201-23-210-312  
\$25,000

**Contract term (include all proposed renewals)**

One Year

**Type of award** Fair/Open

**If "Other Exception", enter type**

**Additional Information**

**I certify that all the facts presented herein are accurate.**

**Signature of Department Director**

**Date**

## **Outside Counsel Agreement**

This Agreement dated the \_\_\_\_ day of \_\_\_\_\_, 2017 between the City of Jersey City, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and, Florio, Kenny, Raval, L.L.P., 5 Marine View Plaza, Suite 103, Hoboken, New Jersey 07030, The Legal Center, 1037 Raymond Blvd., Suite 900, Newark, New Jersey 07102 ("Special Counsel"). The Corporation Counsel of the City of Jersey City has selected Special Counsel to serve as Outside Counsel in connection with *Philbert Alvarez v. Jersey City Incinerator Authority, et al.*

In consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

### **I. CONFLICTS OF INTEREST**

#### **A. Initial Conflicts Check.**

Outside Counsel must be sensitive both to direct conflicts of interest that representation of the City and other clients poses, and to the less direct, but nevertheless serious, conflicts that may arise from the same firm's advocacy, on behalf of other clients, of positions conflicting with important City interests. Prior to Outside Counsel's engagement, Outside Counsel shall carefully review whether any conflicts of either type exist and, if so, bring those conflicts to the attention of the Corporation Counsel. The City shall be promptly informed of and consulted with respect to all potential conflicts. Although issue conflicts may not necessarily result in a disqualification of Outside Counsel, the City shall be consulted before Outside Counsel accepts an engagement that will require the firm to advocate a position that may be adverse to a City legal interest or otherwise prejudicial to the interests of the City. The City in its sole discretion shall, after consultation with Outside Counsel, determine whether an impermissible conflict exists, or whether other circumstances exist that would undermine the public's confidence if representation by Outside Counsel continued.

Outside Counsel's acceptance of an engagement on a matter without written disclosure of any conflicts constitutes Outside Counsel's representation that it has conducted an appropriate conflict check and no conflict exists.

#### **B. City Conflicts.**

The City has a duty to protect the public interest. As part of this responsibility, the City sets policies to ensure that the legal system operates in a manner that safeguards the public's

confidence in the integrity and impartiality of its administration. For this reason, in addition to insisting that its attorneys follow the Rules of Professional Conduct, the City prohibits Outside Counsel that represent the City, while such matter is pending, from:

- (1) Representing private parties before the City or any of its boards, proceedings, commissions or autonomous agencies in adversarial, transactional or non-adversarial proceedings. Outside Counsel also may not, on behalf of a private client, lobby the City or any City department.
- (2) Representing private parties in any matter in which the City also is a party, if the private party has interests adverse to the City.
- (3) Representing a private client with interests adverse to the City.
- (4) Representing another client if that representation would present a substantial risk that Outside Counsel's responsibilities to the City would limit its ability to provide independent advice or diligent and competent representation either to the City or the other client.
- (5) Representing another client where the Outside Counsel's knowledge of the City's legal positions or strategy, derived from its representation or prospective representation of the City, could be used to the advantage of the other client or the disadvantage of the City.

**C. Continuing Obligation.**

The obligation to disclose conflicts continues throughout the course of the representation. Outside Counsel must review conflicts of interest on an ongoing basis as new matters are opened. Any new attorney/client relationships that potentially create a conflict shall be reported to the Corporation Counsel immediately.

**D. Attorney-Client Privilege Group/No Representation of Other Persons/Entities Absent Approval.**

Outside attorneys engaged to represent the City (as opposed to a named person) shall consider themselves to have formed an attorney-client relationship *only* with the City, and not any of its individual employees. When speaking with current or former employees of the City, Outside Counsel shall, as appropriate, advise those employees that although their dialogue will be considered attorney-client communications to the fullest possible extent, counsel's responsibility is to the City and they do not represent those employees in their individual capacities. As a matter proceeds, if employees of the City will be examined under oath or interviewed in other adverse contexts, and if Outside Counsel believe it advisable for them to represent the employees in their individual capacities at such events, Outside Counsel must obtain the Corporation Counsel's advance consent before agreeing to represent such persons in their individual capacities. The Corporation Counsel, in consultation with other City personnel,



will determine if it is appropriate for the individual to receive representation and, if so, by whom.

Outside Counsel who are engaged to represent both an entity and employees of that entity simultaneously shall take all necessary steps to ensure the continuing absence of conflicts, and to preserve their ability to continue representing the entity in the event that conflicts develop between the entity and individual clients.

## **II. WORKING RELATIONSHIP**

### **A. Identification of Objectives/Relationship Attorney.**

The Corporation Counsel or his designee will be Outside Counsel's principal and regular point of contact for financial and strategic decisions. Only the Corporation Counsel or his designee has authority to direct Outside Counsel in the handling of the matter. If a City employee other than the Corporation Counsel or his designee asks Outside Counsel to proceed in a certain fashion or to perform certain activities with respect to a specific legal matter, Outside Counsel shall report the request to the Corporation Counsel and obtain direction prior to proceeding.

Outside counsel shall designate an Attorney to be the Corporation Counsel's principal contact. In all matters, the City remains ultimately responsible for making all substantive decisions and determining the costs and benefits of contemplated legal activity. In many matters, City attorneys will act as full co-counsel and be engaged with Outside Counsel in the day-to-day conduct of the case. In matters where Outside Counsel is handling that day-to-day conduct without City personnel as co-counsel, the City shall be consulted on a regular basis throughout the course of Outside Counsel's engagement and to be kept fully informed of the current status and proposed course of the matters assigned to Outside Counsel's firm. All strategic, tactical, staffing (including any proposed staffing changes) and significant resource allocation decisions about City legal matters must be made in collaboration with the Corporation Counsel.

### **B. Early Case Assessment/Cost Assessment.**

Each complex matter is to be thoroughly evaluated at its outset. The same applies to actions in which the City is the plaintiff, except that the analysis will be performed before the case is filed. In any matter, Outside Counsel shall provide an early case assessment that includes analysis of (1) likely costs to the City from the process, (2) possible outcomes, indicating the likelihood of each, and (3) strategy and tactics for termination or resolution. The format of the early case assessment may vary from a formal written document to a verbal briefing or a combination of a written budget with a verbal briefing on other aspects of the case.

Please note that time spent preparing a budget is not billable, but counsel may bill for time spent preparing an early case assessment or a recommended discovery plan.

The City places significant reliance on cost estimates and Outside Counsel shall prepare them with care. Although the City understands that unanticipated events may have an impact on costs, the City shall be consulted promptly if Outside Counsel believes that the most recent cost estimate provided is no longer accurate. Should total fees or costs exceed the agreed budget, or should fees or costs for a phase of the case exceed the agreed estimate for that phase, without adequate explanation in advance that the increased expense will be necessary, the City may require that an increased discount be applied to unanticipated fees or costs and reserves the right not to pay Outside Counsel for any amounts incurred or expended in excess of the approved budget or estimate.

For bond matters and other transactional engagements, counsel may be expected to provide a fee cap for the transaction, approved by the City, prior to commencing work. Only where a transaction materially changes in scope will the City consider revisions to an agreed fee cap. No payments above the agreed fee cap shall be made unless and until a revised fee cap has been approved in writing by the Director of the City or his/her designee.

**C. Staffing.**

Unless otherwise agreed, the senior attorney retained shall be directly and ultimately responsible for the entire assignment. The day-to-day involvement of that senior attorney, however, shall be appropriate to the magnitude of the matter and the efficiency required for a timely, cost effective, quality work product. When a senior attorney can handle an assignment most efficiently (based on skill and experience), that senior attorney shall complete the assignment.

The City shall be billed for only one attorney to attend events such as depositions, witness meetings, settlement conferences, negotiations and meetings with other parties' counsel. The City recognizes that in more complex matters and those with multiple work-streams, it may occasionally be appropriate for multiple attorneys to attend significant events and for members of the team to consult with each other. The City insists, however, that no more than the minimum number of attorneys necessary to an event attend, that billable internal conferences and charges for drafting and reading internal email correspondence occur only when absolutely required, and that the Corporation Counsel be regularly informed both of the number of attorneys who will attend significant events and the reason for the attendance of each billing timekeeper.

The City believes that it is most efficient for a single attorney or group of attorneys to handle a matter from beginning to end and Outside Counsel shall strive for such continuity. The City will not pay for learning time that may result from staffing changes at Outside Counsel's firm. In addition, the City will not reimburse Outside Counsel for any routine training or supervisory time, including time spent at seminars, unless specifically approved in advance and included as part of the budget. The City will not ordinarily pay for summer associate time unless such time

has been identified as part of the approved staffing plan for appropriate work. The City will not pay for time submitted by librarians; secretaries; billing, filing, docketing or document clerks; internal messengers/couriers; temporary or clerical support staff; word processors; and IT professionals other than electronic discovery specialists serving a function similar to that of paralegals/case managers. The City also will not pay for time billed by attorneys or paralegals to perform tasks (filing, indexing, etc.) that could and should have been handled by support personnel.

**D. Settlement.**

Outside Counsel shall have no settlement authority unless and until such authority is explicitly conferred on them by the Corporation Counsel. If Outside Counsel believes that settlement should be pursued, Outside Counsel must seek instructions in this regard from the Corporation Counsel, and not pursue formal or informal settlement discussions without the Corporation Counsel's approval. Outside Counsel shall immediately inform the Corporation Counsel of any settlement proposal or overture, formal or informal, by the opposing party or counsel. Please note that under no circumstances can the City agree to designate a settlement agreement as confidential. All City settlement records are, by definition, public documents.

**E. Media Relations/Law Firm Advertising.**

The City does not authorize outside counsel or vendors to comment publicly in any manner on any aspect of the City's legal matters. All media inquiries relating to the City shall be referred promptly to the Corporation Counsel and discussed with the Corporation Counsel before responding to the media contact in any manner. This includes even "no comment" or other non-substantive responses. If time is of the essence and Outside Counsel cannot reach the Corporation Counsel, the Press Secretary in the Office of the Mayor shall be contacted.

The City does not permit Outside Counsel to advertise or promote their relationship with the City, other than by listing the City as a representative client.

**F. Engagement of E-Discovery and Other Vendors, Including Experts.**

Before engaging any vendor, including electronic discovery firms and experts, lobbyists or other consultants (in each case, a "vendor"), Outside Counsel must pre-clear that engagement with the Corporation Counsel, unless the Corporation Counsel has explicitly granted exceptions to this preclearance requirement. The City will not be responsible for vendor fees or costs unless that vendor's engagement was pre-approved by the City. The City may require Outside Counsel to engage vendors with which the City has master contracts or preferred pricing arrangements, and always will insist on engagement of the lowest-cost vendor qualified to handle a task (understanding that complex tasks may require vendors with specialized expertise).

Outside Counsel will pay all third-party service providers directly and will bill the City for those services' detailed disbursements included in monthly invoices. This City will not accept separate invoices from service providers directly to the City for payment.

Outside Counsel has the responsibility to ensure that there are no conflicts between any vendor and the City. In addition, all vendors must execute the confidentiality agreement attached as Appendix A. The fee and disbursement policies as outlined in this Agreement shall be made available to, and followed by vendors. It is Outside Counsel's responsibility to confirm that all third party billings comply with this Agreement.

Vendor payment arrangements shall be discussed in advance with the Corporation Counsel. In general, Outside Counsel shall contract with vendors themselves and pay the third party invoices directly, incorporating those invoices into their own bills to the City and including appropriate detail for reasonable review by City personnel. The City may request Outside Counsel to provide full copies of vendor invoices; Outside Counsel therefore shall retain those invoices in accordance with IRS guidelines. The Corporation Counsel may approve other payment arrangements, including (in rare cases) direct contracting with and payment by the City.

When engaging court reporting services, Outside Counsel shall request only one transcript (electronic or hard copy). The City will not reimburse charges for additional transcripts.

**G. Adherence to Ethical Standards.**

The City conducts itself in accordance with the highest ethical standards and expects the same of its Outside Counsel. No City employee ever has authority to instruct Outside Counsel to act in an unethical manner. If Outside Counsel believes that a City employee has engaged or will engage in illegal or unethical activity, Outside Counsel must immediately advise the Corporation Counsel. The City will terminate its relationship with any Outside Counsel who, in the City's sole discretion, fails to adhere to the foregoing ethical standards.

At all times, Outside Counsel will remain aware of and in compliance with each of the City's "Pay-to-Play" ordinances and any amendments thereto.

**H. Gratuities.**

City officers and employees are prohibited from accepting any gift, favor, service or other thing of value related in any way to the City officer's or employee's public duties. In addition, any vendor to the City is prohibited from offering a gift or other thing of value to a City officer or employee with which the vendor transacts business or offers to transact business. Any City officer or employee is prohibited from soliciting a gift or thing of value from a City vendor. This includes charitable donations made in the name of a City employee.

The City reserves the right to amend this Agreement from time to time, providing written notification to Outside Counsel within thirty (30) days of the effective date of any substantive changes. Failure to accept amendments may result in the termination of services from the City.

**I. Malpractice Insurance.**

Outside Counsel representing the City shall maintain malpractice insurance coverage that is reasonable and prudent in relation to the types and sizes of matters handled. Outside Counsel shall, upon request, promptly provide the Corporation Counsel with copies of any applicable policies required under this section, and/or a certificate of insurance. Each policy provided must be certified by the agent or underwriter to be a true copy. If Outside Counsel does not have coverage or if coverage is cancelled and not immediately replaced with comparable coverage, Outside Counsel must immediately report this to the Corporation Counsel.

**J. File Retention.**

For Litigated Matters: Outside Counsel shall retain pleadings, correspondence, discovery materials, deposition transcripts and similar documents and work product for a period of no less than seven (7) years from the date the matter is concluded or for the time period specified by rule or law in the jurisdiction in which the matter was pending, whichever is longer. Beyond this period, Outside Counsel shall notify the City in writing no less than sixty (60) days prior to destroying any file. Along with the written notification, Outside Counsel shall submit an inventory of any original City documents contained in the file to be destroyed and a representation that any electronic version of the file will also be destroyed or deleted.

For Bond and Other Transactions, and Advice Matters: Documents shall be retained in accordance with the same policies applicable to litigated matters unless applicable law mandates any longer retention schedule. However, bond counsel and transactional/advice counsel shall retain all transcripts of transactions and memoranda of advice indefinitely unless otherwise directed by the Corporation Counsel.

**III. Billing**

**A. Rates.**

Outside Counsel shall be compensated at the rate of \$150.00 per hour, including expenses. The total amount of this agreement shall not exceed \$25,000.

The City will pay for actual services rendered at rates established in Requests for Qualifications or otherwise agreed to in advance. At the time of Outside Counsel's initial engagement, Outside Counsel shall furnish the Corporation Counsel with a schedule of billing rates for partners, associates and all other timekeepers expected to bill time against the matter for review and approval prior to billing time to the City. Because of City procurement rules, the rates

applicable at the inception of each specific matter must remain in effect for the duration of that matter.

Hourly rates shall include all overhead costs (*see* Acceptable Fees/Charges, below), none of which shall be included in disbursements.

Time must be billed in 0.1 hour increments and on a per-task basis. The time entry description must be specific, detailing the action taken and the subject matter. Absent prior consent, the City will not pay for more than ten (10) hours of time by a single timekeeper in a single day, but the Corporation Counsel may increase that number of permissible hours in matters of special urgency or where cases are in or approaching trial.

Outside Counsel shall bear in mind that invoices may be disclosed pursuant to the City's open records laws and that courts may not sustain assertions of privilege by the City. Although the City will endeavor to redact privileged information before releasing bills for public consumption, Outside Counsel shall, to the extent practicable and consistent with the need to fully inform the City of its activities and to allow the City to evaluate the reasonableness of billing narratives, avoid the inclusion of privileged matter in invoices.

**B. Invoicing Policy.**

All invoices must be submitted to the Corporation Counsel.

For litigation, advice, and non-bond transactional matters, Outside Counsel generally are expected to submit monthly invoices within thirty days of the conclusion of the billing period, absent the City's prior consent to a longer delay. All charges must reflect the work performed within the billing period or a reasonable time before the billing period. Absent good cause, as defined by the City, the City will not pay for services or expenses incurred more than 90 days prior to the date the invoice is submitted. For bond matters, Outside Counsel are expected to submit their invoice within thirty days of the conclusion of the transaction.

Absent a specific agreement to an alternative fee arrangement, Outside Counsel fees shall be computed by applying the negotiated hourly rate to the time for the services expended. Hours shown must accurately reflect the time spent on the described activity and must either be the exact amount of time or the exact time rounded down to the nearest one-tenth of an hour. Block billing—grouping multiple activities under a single time charge—will not be accepted, and the City will not pay for any time recorded in a block fashion unless this requirement is waived by the Director of the City of Law or his or her designee.

Every bill from Outside Counsel is deemed to be a certification by the firm and billing partner that all legal services and disbursements reflected on the bill are reasonable for the legal matter involved and necessary for the proper provision of legal services to the City. The City may deduct certain fees and charges that are inconsistent with this Agreement.

The City reserves the right to audit all fee and disbursement details that Outside Counsel submit, as well as the corresponding legal file. The City will promptly terminate the services of any Outside Counsel whose billing practices raise questions about the Outside Counsel's integrity, honesty or compliance with the applicable rules of professional conduct or this Agreement.

**C. Invoice Format.**

Each invoice will include the following minimum requirements:

- Unique invoice number
- Invoice date
- Matter name
- Outside Counsel's matter number
- Date(s) services were performed
- Timekeeper name or ID
- Timekeeper title or level
- A narrative description of the services provided or tasks performed for each specific task. The description shall clearly state the nature of the task performed sufficient to allow the City to determine why it was necessary. Incomplete or vague charge descriptions are unacceptable. Examples of incomplete or vague charges include, but are not limited to: 'analysis', 'review file', 'conference', 'attention to matter'; 'worked on discovery', 'work on file', 'prepare for meeting', 'misc.', and 'other'
- Time entry to the nearest tenth (.10) of an hour
- Timekeeper rate
- Charge total
- Detail of reimbursable expenses and disbursements at actual cost

The detailed billing report from Outside Counsel's system will provide this information. If Outside Counsel provides services on more than one matter during a billing period, a separate invoice for each matter is required.

**D. Acceptable Fees/Charges.**

**Overhead charges may not be billed.** The City will not reimburse Outside Counsel for basic support services, which the City deems to be part of Outside Counsel's overhead and built into its rates. The City will not pay for any of the following items under any circumstances:

- Billing inquiries
- Opening and closing files
- Internal filing
- Secretarial services (including overtime charges)

- Word processing or proofreading
- Maintenance of a calendar or tickler system
- Investigating potential conflicts
- Preparing budgets
- Library usage (including book purchases or subscriptions) or library staff time
- Office supplies
- Conference room charges

**E.     Basic legal research may not be billed.**

Outside Counsel shall be familiar with the basic substantive law at issue in the matter for which the firm was retained, and the City shall not be charged for this type of research. If legal research benefits other clients, only the proportionate share of that cost shall be billed to the City. The City shall also benefit from previously prepared briefs and memoranda, and when such briefs or memoranda exist, will pay only for actual time spent updating or tailoring the same. All other anticipated legal research shall be addressed in Outside Counsel's proposed budget. Legal research projects necessary in a particular litigation assignment must be approved in advance by the Corporation Counsel before the research is commenced.

The City will pay only for the actual time spent by Outside Counsel or other approved timekeeper conducting the research. As explained *infra*, fees charged by electronic or other research services, including library fees, Westlaw, Lexis and other online services are considered general overhead and are not reimbursable.

**F.     Out-of-pocket costs must be itemized and passed through with no markup.**

The City will reimburse Outside Counsel for reasonable, documented and itemized out-of-pocket disbursements and costs incurred on behalf of the City, with the exceptions and limitations set forth in this Agreement. Outside Counsel's invoices to the City shall reflect the actual cost and shall not include any markup. All disbursements must be fully itemized with a description sufficient for review, identifying the number of units, price per unit and total cost. The City may refuse to pay for disbursements billed as 'miscellaneous,' billed in a group (e.g., Travel Expenses - \$4,000.00) or disbursements without descriptions.

**G.     Prohibited disbursements.**

The City considers certain disbursements to be part of a law firm's overhead and will not pay such charges. These items include:

- Rent (including temporary office space)
- Westlaw, Lexis and other legal database services
- Cost or usage of computers or mobile devices or internet service charges
- Equipment rental



- Storage charges
- Catering for internal meetings
- Meals (except during business travel, and then limited to \$70 per day)
- Mileage for short trips (<30 miles one way)
- Travel costs exceeding discounted, non-refundable coach fares except where excess costs have been approved in advance
- Telephone charges
- Facsimile charges
- Allocated charges from a firm's blanket service agreements with outside vendors

#### H. Copying/scanning.

Copying charges may be billed to the City at the lesser of the most favorable rate applied by Outside Counsel or five cents per page. The City will reimburse for document scanning at Outside Counsel firm's regular rate, up to a maximum of five cents per page, for document productions, but the City will not pay time charges associated with scanning, and there shall be no charges associated with the scanning and filing of court papers and correspondence. Every effort shall be made to minimize scanning expenses by working with documents in electronic format whenever possible.

#### I. Couriers and Overnight Mail.

The City will reimburse for actual charges billed to Outside Counsel for deliveries (including overnight express) that are necessary in the interest of speed and reliability. Outside Counsel shall use the lowest cost service consistent with need and reliability, and to arrange schedules, whenever practicable, to avoid the need for premium-priced couriers. Outside Counsel shall use less expensive means, such as email (encrypted, when necessary) or regular mail where it is practical to do so.

#### J. Travel Expenses.

All air and rail travel must be first approved by the Corporation Counsel, ideally as part of the case budget. Outside Counsel shall use good judgment in selecting hotels and restaurants and incurring expenses for which the taxpayers are to be charged. Outside Counsel shall use alternatives to travel such as conference calls or videoconferences whenever practicable. If the travel involves another client, the City may be billed only for its proportionate share of both time and related expenses. **Non-working travel time is not billable without the Corporation Counsel's prior approval.**

**K. Reimbursement of Meals for Overnight Travel.**

The City will reimburse for meals consumed while traveling overnight on City business, but limited (absent prior approval) to no more than seventy dollars (\$70) per person, per day. Under no circumstances will the City reimburse costs for alcoholic beverages.

**L. Maintenance of Expense Records.**

To ensure compliance with the City's reimbursement policies, Outside Counsel shall require itemization of out-of-pocket expenses such as airline tickets, meals and hotel bills before making reimbursement to any attorney, employee or third party, and maintain original receipts. Travel and meal expenses and receipts may be audited and shall be retained by Outside Counsel in accordance with applicable IRS guidelines. Unless requested to do so by the City, Outside Counsel shall not forward copies of travel and meal expense receipts to the City with the firm's invoices.

**M. Personal Expenses Not Reimbursable.**

Please take care to distinguish between personal expenses and properly chargeable business expenses. The City will not reimburse for, among other things, recreation fees, salon or spa charges, pay-per-view movies or other personal entertainment charges, airline baggage charges, travel agency expenses, shoe shines, toiletries, dry cleaning or laundry (except in the unlikely event travel of more than seven days' duration is required), or luggage.

**N. Vendor discounts must be passed through.**

If Outside Counsel receives a discount or rebate from a vendor based on the aggregate level of business with that vendor, such discount shall be disclosed and the City shall receive the benefit on a proportionate basis. This does not include frequent-flyer miles or similar perquisites allocated to individual travelers.

**IV. COMPLIANCE WITH AFFIRMATIVE ACTION PLAN**

(a) If the Agreement exceeds \$40,000.00, it shall be subject to the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

(b) This Agreement shall not become effective and Contractor shall provide no services under this Agreement until it has executed the following documents:

1. A supplemental Affirmative Action Agreement pursuant to N.J.S.A. 10:5-31 et seq. (for contracts which exceed \$40,000.00). The Affirmative Action Agreement is attached hereto as Exhibit "B" and is incorporated herein by reference.

2. An Affirmative Action Employee Information Report (form AA-302) (for contracts which exceed \$40,000.00.

#### **V. CITY OF JERSEY CITY LOBBYIST DISCLOSURE ORDINANCE**

This contract was awarded in accordance with the provisions of the City's Disclosure of Lobbyist Representative Status Ordinance §3-9.1 et seq. adopted on June 12, 2002. As such the undersigned does hereby attest that Contractor either did not retain the services of a lobbyist to lobby on behalf of the Contractor for the award of this contract, or if a lobbyist was retained by the Contractor for such purposes, the Contractor's lobbyist, prior to commencing his/her lobbying activities, filed a notice of lobbyist representative status form with the City Clerk. Any Contractor whose lobbyist failed to comply with the provisions of Ordinance §3-9.1 et seq., following notice and an opportunity to be heard, shall be disqualified from entering into contracts with the City for a period of two (2) years for each violation.

#### **VI. CONFIDENTIALITY**

In the course of representing the City, Outside Counsel will frequently gain access to nonpublic and confidential information. The City requires Outside Counsel to maintain the confidentiality of such information both during and after the course of Outside Counsel's representation of the City. Outside Counsel must have in place appropriate procedures to ensure the protection of all such information. In the event the representation requires Outside Counsel to become privy to protected personally-identifiable information about any person, such as health or financial records, Social Security numbers or other such information, then this information must be handled with the utmost care both within facilities in Outside Counsel's control, and certainly when that information is being transported. Under no circumstances shall such confidential information be transported outside Outside Counsel's offices--either physically or over the public internet--unless the information is appropriately encrypted. In the event information is compromised or potentially compromised, Outside Counsel must notify the City immediately.

Outside Counsel must follow all statutory, regulatory, and ethical provisions relating to privacy, confidentiality and nondisclosure of all privileged, proprietary and confidential information. Outside Counsel must take appropriate measures to ensure that all legal and nonlegal personnel are familiar with this requirement and are effectively supervised in this regard.

Vendors to whom Outside Counsel gives access to confidential or proprietary material of the City (including work product) must sign the confidentiality agreement attached as Appendix A. It is the responsibility of Outside Counsel to obtain a signed confidentiality agreement from each vendor and to retain those agreements.

This Confidentiality Section, and the corresponding Confidentiality Agreement attached as Appendix A, is above and beyond any relationships or privileges held or created separate and apart from this Agreement.

## **VII. NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS**

Outside Counsel shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

## **VIII. TERMINATION**

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event Outside Counsel shall be paid for services due up to the date of termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating therefrom. Unless sooner terminated or renewed, this contract shall be for a term of one (1) year commencing on the date the contract is executed by City officials.

## **IX. GENERAL TERMS**

### **A. Governing Law/Jurisdiction.**

This Agreement will be interpreted in accordance with, and governed by, the laws of the State of New Jersey. The courts of the State of New Jersey will have exclusive jurisdiction and the parties irrevocably attorney to the jurisdiction of such courts.

**B. Counterparts Clause.**

This Agreement may be executed by e-mail in counterparts all of which will be deemed originals and legally binding once delivered to each of the other parties' authorized e-mail addresses and such delivery is acknowledged by reply e-mail. Although not necessary to legally bind the parties, each party agrees to promptly circulate signed originals in sufficient number to the other parties for record-keeping purposes after completing the e-mail execution and delivery. All counterparts when executed and delivered (by e-mail or in paper form) will be construed together to be an original and will constitute one and the same agreement.

By accepting an engagement by the City, law firms will be deemed to have familiarized themselves with this agreement and to have agreed to adhere to it in all respects, now and as they may be amended from time to time upon written notice and acceptance. This acceptance is a matter both of contract and professional responsibility.

**Attest:**

**City of Jersey City**

\_\_\_\_\_  
**Robert Byrne**  
**City Clerk**

\_\_\_\_\_  
**Robert Kakoleski**  
**Business Administrator**

**WITNESS:**

**Florio, Kenny, Raval, L.L.P.**

\_\_\_\_\_  
**By:**  
**Firm:**

## APPENDIX A

### CONFIDENTIALITY AGREEMENT

\_\_\_\_\_, (Subcontractor), as a contractor of Outside Counsel retained by the City of Jersey City (the "City") pursuant to an "Outside Counsel Agreement" dated \_\_\_\_\_, hereby acknowledges and agrees as follows:

1. All documents and data, including but not limited to financial, statistical, personnel, customer and/or technical documents, owned or supplied by the City to the Subcontractor, shall be treated as confidential (Documents and Data). The Subcontractor shall take all necessary and reasonable precautions to ensure that the City's Documents and Data are safeguarded. Use of the Documents and Data is strictly limited to that use necessary to complete the scope of work agreed upon, which may include disclosure to employees, officers or agents of any subcontractor assisting with the scope of work. Any other use, and any sale or offering of the Documents and Data in any form by the Subcontractor, or any individual or entity in the Subcontractor's charge or employ, will be considered a violation of this Confidentiality Agreement and may result in termination of the agreement between Subcontractor and the law firm retained by the City, and the Subcontractor's suspension or debarment from City contracting. In addition, such conduct may be reported to the appropriate authorities for possible criminal prosecution.
2. Subcontractor shall be responsible to ensure that all agents and individuals or entities in the Subcontractor's charge or employ adhere to this Confidentiality Agreement. A breach of confidentiality by any individual or entity in the Subcontractor's charge or employ will be considered a violation of this Confidentiality Agreement by the Subcontractor.
3. In the event that Subcontractor, its agent or any individual or entity in the Subcontractor's charge or employ receives a subpoena, demand, or other request for any of the City's documents or data, Subcontractor shall promptly notify the City and shall not turn over any of the City's documents or data.
4. The Subcontractor shall comply with all applicable City and Federal laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of the Subcontractor's confidentiality obligations or other event requiring notification under applicable law ("Notification Event"), the Subcontractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the City and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.
5. Upon termination of this Confidentiality Agreement the Subcontractor shall return or erase, destroy, and render unreadable all Subcontractor copies of City Documents and Data, both physical and electronic, and certify in writing that these actions have been completed within 30 days of the termination of this Confidentiality Agreement or within 14 days of the request of an agent of the City, whichever shall come first.

6. This Confidentiality Agreement shall survive the Subcontractor's termination of the contract between the law firm retained by the City and Subcontractor or upon completion of the scope of work related to the City.

Subcontractor/Firm: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A (Continuation)**

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract/compliance](http://www.state.nj.us/treasury/contract/compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

**EXHIBIT A**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**Goods, Professional Services and General Service Contracts**  
**(Mandatory Affirmative Action Language)**

The undersigned vendor further agrees to furnish the required form of evidence and understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Edward J. Florio/Senior Partner

Representative's Signature: \_\_\_\_\_

Name of Company: FLORIO-KENNY-RAVAL, LLP.

Tel. No.: 201-659-8011

Date: 7/22/15



**APPENDIX A**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The contractor and the law firm of FLORIO-KENNY-RAVAL, L.L.P. (hereafter "owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Edward J. Florio/Senior Partner

Representative's Signature: [Signature]

Name of Company: FLORIO-KENNY-RAVAL, L.L.P.

Tel. No.: 201-659-8011

Date: 7/22/15

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: FLORIO-KENNY-RAVAL, L.L.P.

Address: 5 Marine View Plaza, Suite 103, Hoboken, New Jersey 07030

Telephone No.: 201-659-8011

Contact Name: Edward J. Florio

Please check applicable category:

☐ Minority Owned Business (MBE)

☐ Minority & Woman Owned  
Business (MWBE)

☐ Woman Owned business (WBE)

☒ Neither

**Definitions**

**Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**DIVISION OF PURCHASING COPY**

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY  
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED  
ON SEPTEMBER 3, 2008**

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that FLORIO-KENNY-RAVAL, L.L.P. (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding July 30, 2015 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract FLORIO-KENNY-RAVAL, L.L.P. (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: FLORIO-KENNY-RAVAL, L.L.P.

Signed \_\_\_\_\_

Title: Senior Partner

Print Name: Edward J. Florio

Date: 7/22/15

Subscribed and sworn before me  
this 22<sup>nd</sup> day of July, 2015.  
My Commission expires:

Jamie M. Molesky  
(Affiant)  
Jamie Molesky - Legal Assistant  
(Print name & title of affiant) (Corporate Seal)

**JAMIE M MOLESKY**  
ID # 50012423  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
My Commission Expires March 19, 2020

**\*\*Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.**

CAWPOCCSR2015Pay to Play Vendor Affirmation following Ord. 08-128.wpd

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-PAID AND OPEN CONTRACTS**  
 Required Pursuant To N.J.S.A. 19:44A-20.8  
**CITY OF JERSEY CITY**

**Part I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

|                                       |                                       |
|---------------------------------------|---------------------------------------|
| Election Fund for Steven Fulop (2013) | Councilperson Frank Gajewski          |
| Team Fulop                            | Councilperson Khenraj "Chico" Ramchal |
| Team Fulop Runoff                     | Councilperson Richard Boggiano        |
| Lavarro for Council                   | Councilperson Michael Yun             |
| Councilperson Joyce E. Watterman      | Councilperson Candice Osborne         |
| Councilperson Daniel Rivera           | Councilperson Diana Coleman           |

**Part II - Ownership Disclosure Certification**

☒ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- ☐ Partnership    
 ☐ Corporation    
 ☐ Sole Proprietorship    
 ☐ Subchapter S Corporation  
☐ Limited Partnership    
☐ Limited Liability Corporation    
☒ Limited Liability Partnership

| Name of Stock or Shareholder | Home Address                        |
|------------------------------|-------------------------------------|
| Edward J. Florio             | 28 Wilber Terrace, Bloomfield, NJ   |
| Bernard F. Kenny, Jr.        | 1022 Bloomfield Street, Hoboken, NJ |
| Nita G. Raval                | 6 Cottage Place, Allendale, NJ      |
|                              |                                     |
|                              |                                     |
|                              |                                     |
|                              |                                     |
|                              |                                     |
|                              |                                     |

**Part 3 - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

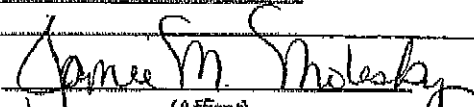
Name of Business Entity: FLORIO-KENNY-RAVAL, L.L.P.

Signed: \_\_\_\_\_ Title: Senior Partner

Print Name: Edward J. Florio Date: 7/22/15

Subscribed and sworn before me this 22<sup>nd</sup> day of July, 2015

My Commission expires:

  
 (Affiant)  
Jamie M. Molesky Legal Assistant  
 (Print name & title of Affiant) (Corporate Seal)

**JAMIE M MOLESKY**  
 ID # 50012423  
 NOTARY PUBLIC  
 STATE OF NEW JERSEY  
 My Commission Expires March 19, 2020

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20,26

**This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.**

## Part I – Vendor Information

|              |                                |        |       |
|--------------|--------------------------------|--------|-------|
| Vendor Name: | FLORIO, KENNY, RAVAL, I. I. P. |        |       |
| Address:     | 5 Marine View Plaza, Suite 103 |        |       |
| City:        | Hoboken                        | State: | NJ    |
|              |                                | Zip:   | 07030 |

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.I.S.A. 19-44A-20.26 and as represented by the Instructions accompanying this form.

Signature Edward J. Florio Printed Name Edward J. Florio Senior Partner Title

## Part II - Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.25 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

[illegible]☐ Check here if the information is continued on subsequent page(s)

# CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-AUG-2021 to 15-AUG-2021



FLORIO & KENNY L.L.P.  
5 MARINE VIEW PLAZA  
HOBOKEN

NJ 07030

A handwritten signature in black ink, appearing to read "Andrew P. Sidamon-Eristoff".

Andrew P. Sidamon-Eristoff  
State Treasurer



# STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

|                     |                                                    |
|---------------------|----------------------------------------------------|
| Taxpayer Name:      | ELORIO & KENNY                                     |
| Trade Name:         |                                                    |
| Address:            | 5 MARINE VIEW PLAZA SUITE 103<br>HOBOKEN, NJ 07030 |
| Certificate Number: | 1179768                                            |
| Effective Date:     | September 19, 2005                                 |
| Date of Issuance:   | August 25, 2011                                    |

For Office Use Only:  
201108251104131368

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-027

Agenda No. 10.V

Approved: JAN 11 2017

TITLE:



## RESOLUTION REAPPOINTING W. NEVINS McCANN AS A MEMBER OF THE JERSEY CITY MEDICAL CENTER BOARD OF TRUSTEES

### COUNCIL

#### OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

**WHEREAS**, the governance agreement between the City of Jersey City and the Jersey City Medical Center provides that the Center shall be managed by a board of trustees consisting of twenty-one members, three of whom shall be appointed by the City of Jersey City; and

**WHEREAS**, the Honorable Steven M. Fulop, Mayor has by letter dated January 4, 2017, reappointed **W. Nevins McCann**, of 200 Shearwater Court, Jersey City, New Jersey, as a trustee of the **Jersey City Medical Center Board**, for a term to commence upon adoption of this resolution and expire December 31, 2018.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City, that the reappointment of **W. Nevins McCann** be approved as a trustee of the of the **Jersey City Medical Center Board** for the above mentioned term.

RB:sgj

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM \_\_\_\_\_

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 7-0-1

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.11.17 |     |     |      |               |     |     |      |               |         |     |      |
|-------------------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|---------|-----|------|
| COUNCILPERSON                                   | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE     | NAY | N.V. |
| GAJEWSKI                                        | ✓   |     |      | YUN           | ✓   |     |      | RIVERA        | ABSTAIN |     |      |
| GADSDEN                                         | ✓   |     |      | OSBORNE       | ✓   |     |      | WATTERMAN     | ✓       |     |      |
| BOGGIANO                                        | ✓   |     |      |               |     |     |      | LAVARRO, PRES | ✓       |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk





CITY OF JERSEY CITY

STEVEN M. FULOP, MAYOR

Report of Directors  
8.g  
Meeting 01.11.17

January 4, 2017

President and Members of the Municipal Council  
City of Jersey City  
280 Grove Street  
Jersey City, New Jersey 07302

Dear Council President and Members:

Kindly be advised that I have reappointed **W. Nevins McCann** of 200 Shearwater Court, Jersey City, New Jersey as a member of the **Jersey City Medical Center Board of Trustees**. Mr. McCann's term will commence upon the adoption of a resolution and will expire on December 31, 2018.

I respectfully request your advice and consent to this appointment.

Sincerely,

Steven M. Fulop  
Mayor

OFFICE OF THE MAYOR  
CITY HALL  
280 GROVE STREET  
JERSEY CITY, NJ 07302

P: 201 547 5200  
F: 201 547 5442

WWW.JERSEYCITYNJ.GOV  
WWW.CITYOFJERSEYCITY.COM

c: Jeremy Farrell, Corporation Counsel  
Robert Kakoleski, Business Administrator  
Robert Byrne, City Clerk  
Paul R. Murphy, Jersey City Medical Center (L.H.S.)  
Mark Albiez, Chief of Staff, Mayor's Office  
Nancy Warlikowski, Mayor's Office  
W. Nevins McCann

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-028  
Agenda No. 10.W  
Approved: JAN 11 2017  
TITLE:



**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE CITY TO ENTER INTO A COST REIMBURSEMENT AGREEMENT WITH THE NORTH JERSEY TRANSPORTATION PLANNING AUTHORITY AND THE NEW JERSEY INSTITUTE OF TECHNOLOGY WHICH WILL ENABLE JERSEY CITY TO RECEIVE FUNDING FOR FUTURE TASK ORDERS**

**COUNCIL AS A WHOLE OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:**

**WHEREAS**, each year, the North Jersey Transportation Planning Authority (NJTPA) develops a Unified Planning Work Program that includes the Subregional Transportation Planning (STP) Program; and

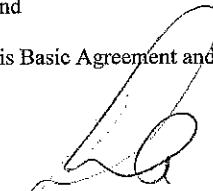
**WHEREAS**, the Jersey City Division of City Planning is the designated Subregional Transportation Planning agency for the City of Jersey City; and

**WHEREAS**, the NJTPA has approved \$113,162.50 for implementation of Fiscal Year 2017 STP Program; and

**WHEREAS**, of the funding available as of July 1, 2016, the Federal Highway Authority (FHWA) and the Federal Transit Administration (FTA) contribute \$90,530.00 and the local match is \$22,632.50;

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

1. The City of Jersey City is hereby authorized to enter into a Basic Agreement with the North Jersey Transportation Planning Authority and New Jersey Institute of Technology; and
2. The Mayor and/or Business Administrator are authorized to accept this Basic Agreement and to take such other steps as may be necessary to effectuate the purpose of this resolution.

  
Maryann Bucci-Carter, Acting Director  
Division of City Planning

APPROVED: 

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

  
Corporation Counsel

Certification Required ☐

Not Required ☐

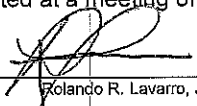
APPROVED 8-0


| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.11.17 |     |     |      |               |     |     |      |               |     |     |      |
|-------------------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON                                   | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| GAJEWSKI                                        | ✓   |     |      | YUN           | ✓   |     |      | RIVERA        | ✓   |     |      |
| GADSDEN                                         | ✓   |     |      | OSBORNE       | ✓   |     |      | WATTERMANN    | ✓   |     |      |
| BOGGIANO                                        | ✓   |     |      |               |     |     |      | LAVARRO, PRES | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

  
Rolando R. Lavarro, Jr., President of Council

  
Robert Byrne, City Clerk

**ORDINANCE/RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO A COST REIMBURSEMENT AGREEMENT WITH THE NORTH JERSEY TRANSPORTATION PLANNING AUTHORITY AND THE NEW JERSEY INSTITUTE OF TECHNOLOGY WHICH WILL ENABLE JERSEY CITY TO RECEIVE FUNDING FOR FUTURE TASK ORDERS**

**Initiator**

|                     |                                                                        |                                                                    |
|---------------------|------------------------------------------------------------------------|--------------------------------------------------------------------|
| Department/Division | HEDC/City Planning                                                     |                                                                    |
| Name/Title          | Maryann Bucci-Carter, PP, AICP,<br>Acting Director                     | Barkha R Patel, Senior Planner                                     |
| Phone/email         | 201-547-5050; <a href="mailto:maryannb@icnj.org">maryannb@icnj.org</a> | 201-547-5021; <a href="mailto:bpatel@icnj.org">bpatel@icnj.org</a> |

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

The purpose of this resolution is to accept a grant from the North Jersey Transportation Planning Authority (NJTPA) FY 2017 Subregional Transportation Planning (STP) program to fund transportation planning efforts at the local level that support the NJTPA's long-range plan, which guides transportation investment in the region. Other planning activities that support the goals of the NJTPA are eligible under the STP program, including resiliency planning.

The STP program grant primarily funds the City's position of transportation planner, whose responsibilities include the planning efforts for the City's and region's multi-modal transportation network, assists with the management of long-range planning studies, and works closely with staff at the NJTPA and other agencies, as needed, in a manner that is consistent with the Circulation Element of the City's Master Plan and that advances transportation improvements citywide. Other activities include resiliency planning and master planning. The grant also funds the work of other staff in the Division of City Planning who assist with the implementation of planning activities included in Jersey City's STP program.

The total amount of the FY 2016 STP program grant award is \$113,162.50, inclusive of a required 20% local match. The local match is \$22,632.50.

**I certify that all the facts presented herein are accurate.**



Signature of Department Director

Date